

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **TOWN OF MUNSTER, LAKE COUNTY, INDIANA**, a municipal corporation (hereinafter referred to as the “Town”), and **JAMES MARINO** of Crest Hill, Illinois, hereinafter referred to as the “Town Manager”).

**WHEREAS**, the Town desires to employ the Town Manager, and the Town Manager desires to be employed by the Town; and

**WHEREAS**, the Town Manager is a professional Public Administrator having completed advanced academic studies in public affairs and has experience as a Town Manager; and

**WHEREAS**, the Town desires to receive the benefit of the Town Manager’s professional education, training and experience by his employment and to fix his form of compensation, benefits and other terms of employment as set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises of the parties, which consideration is acknowledged to be sufficient by each party, it is hereby agreed as follows:

**1. EMPLOYMENT.**

The Town directly and through its related or affiliated entities shall employ the Town Manager, and the Town Manager hereby accepts such employment, on the terms and conditions set forth herein.

**2. DUTIES.**

The Town Manager shall serve as the Chief Operating Officer of the Town, under duties, responsibilities and authority created by Indiana statutes and prescribed by the Town Council of Munster. The Town Manager shall devote his best efforts and full business time, attention, skill and energies (except for permitted paid time off) to the business and affairs of the Town, its related or affiliated entities, and his allowed outside activities. The Town Manager may engage in community and/or charitable activities so long as such activity does not interfere with the proper performance of his duties and responsibilities to the Town.

Unless a statute, ordinance, or written order of the Town directs the Town Manager to the contrary, the Town Manager shall:

- a. serve as the Chief Operating Officer of the Town of Munster.

- b. attend the meetings of the Town Council, other boards and commissions, and recommend such action as he deems necessary or appropriate.
- c. hire all Town employees under his jurisdiction to fill positions authorized by the Town Council in accordance with pay schedule standards and qualifications as are fixed by the Town Council or by applicable law. When, in his discretion, the welfare of the Town requires the same, he shall discipline, suspend, discharge, remove or transfer any such Town employee.
- d. administer the execution and enforcement of all resolutions, orders and ordinances of the Town Council, and see that all laws of the state or federal government required to be enforced through the Town Council or other Town officials subject to the control of the Town Council are faithfully executed.
- e. prepare and submit to the Town Council and the Clerk-Treasurer budget estimates as required from time to time.
- f. subject to applicable state laws concerning appropriations, public notices and competitive bidding, he shall execute on behalf of the Town the contracts for goods, materials, services, construction or improvements authorized by the Town Council.
- g. he shall formulate and recommend overall policies regarding areas under his administration.
- h. appoint and remove heads of departments, with the advice and consent of the Town Council as dictated by State Statute.
- i. delegate any of his powers to an employee responsible to him.
- j. perform such other legally permissible and appropriate duties and functions as are required by the Town, or by state and federal law, or as shall be lawfully assigned to him by the Town Council.

3. **TERM.**

The Town Manager's employment shall begin on April 22, 2025, (first day of employment) and continue through December 31, 2027, which date is the end of the term of the present Town Council.

4. **SALARY AND BENEFITS.**

a. The Town employs the Town Manager at an annualized salary and other compensation in accordance with the existing salary Ordinance of the Town. The compensation shall be paid bi-weekly and otherwise in accordance with Town policies.

(i) The Town agrees to pay the Town Manager a biweekly wage of \$5,769.23 payable in installments at the same time that all other regular fulltime employees of the Town are paid.

(ii) For as long as the Town maintains its current grade and step compensation policy, the Town agrees to increase the compensation each year by at least the across the board increase granted to other employees of the Town. In the event the Town adopts a merit-based raise/compensation system for employees, the Town Manager shall be treated similarly to other employees and increases in compensation, if any, shall be reviewed on an annual basis.

(iii) At any time during the term of the Agreement, the Town may in its discretion, review and adjust the salary of the Town Manager, but in no event shall the Town Manager be paid less than the salary set forth in Section 4(a)(i) of the Agreement except by mutual written agreement between the Town Manager and the Town. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, the Town and the Manager agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the new agreed upon salary.

(iv) The Town Manager's salary and other compensation shall be subject to withholding and other applicable taxes.

b. **Transportation.** The Town agrees to provide the Town Manager with a take home vehicle for his official business while employed as Town Manager. That vehicle shall have the Town chevron prominently displayed and have a municipal license plate. The vehicle shall be replaced based on a reasonable life cycle consistent with other vehicles. The Town shall pay for all operating and related expenses of the vehicle including but not limited to depreciation, insurance, licensing, registration, maintenance, repair, gasoline, oil and the like. The vehicle shall be used on official business.

c. **Communications and Computer Technology.** The Town agrees to provide a computer, iPad or equivalent, software, a cellular phone and other communication devices as determined to be necessary for on-call communication. It is understood by both parties that the Town Manager may use the equipment for incidental non-business related activities. It is the responsibility of the Town Manager to pay for any additional expenses that may be incurred as a result of such non-business related activity.

d. **Insurance.** The Town agrees to provide the Town Manager and his dependents with health, medical, hospitalization, dental, vision and life insurance equal to and on the same basis it is provided to other Town employees and their dependents. The Town Manager may elect to have the Town pay for the employee's share of health, dental and/or life insurance in lieu of a portion of his base compensation.

e. **Retirement Contribution.** It is understood between the parties that the Town Manager has elected not to participate in the Indiana Public Retirement System. The Town Manager shall have an amount paid by the Town equal to the Employer contribution rate to PERF as established annually by INPRS, plus the employee contribution rate of 3.00% to a retirement fund (Exhibit "1"). For purposes of the Agreement, the retirement fund shall mean MissionSquare. An amount of contribution by the Town greater than that set forth in Exhibit "1" shall be approved by the Town Council.

f. **Vacation Time.** The Town Manager shall accrue four (4) weeks paid vacation time. Vacation time is accrued bi-weekly. In an effort for the Town to minimize future vacation liability, it is agreed that any earned vacation accrual may be paid in a lump sum to the Town Manager at any time as he may elect, but not later than ninety (90) days following the end of a calendar year. Vacation accumulation and pay-in-lieu-of-leave shall be governed by the Town of Munster Employee Manual.

g. **Leave Generally.** The Town Manager shall receive the leave benefits granted by the Town to its employees under personnel rules which are then applicable. The leave benefits shall include holidays, sick, disability, injury, emergency, separation, PTO and vacation leave.

5. **EVALUATION.** A written evaluation of the Town Manager's performance shall be conducted by the Town periodically, but not less than annually. An evaluation shall consider the following:

- a. Progress toward defined goals and performance objectives which the Town Council determines necessary for the proper operation of the Town.
- b. How well he has affected the delivery of basic municipal services.
- c. Rapport with subordinates, public, elected officials, departments outside of his direct responsibility and other governmental agencies.
- d. Execution of Town policies.
- e. Management of a systematic predictable personnel system.
- f. Development of the budget as a management document, and control of expenditures within the budget and/or available cash.
- g. Development and use of long-range plans.
- h. Other goals and objectives as mutually agreed upon by the Parties.

**6. PROFESSIONAL DEVELOPMENT.**

a. Town agrees to budget and pay for professional dues and subscriptions of the Town Manager necessary for his continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Town Manager's continued professional participation, growth, and advancement, and for the good of the Town.

b. Town agrees to budget and pay for travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and other occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town Manager, including but not limited to the ICMA Annual Conference, AIM meetings, and such other national, regional, state and local governmental groups and committees in which the Town Manager serves as a member or can address on behalf of the Town.

c. Town also agrees to budget and pay for travel subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

d. Town recognizes that certain expenses of a non-personal but job related nature are incurred by the Town Manager, and it agrees to reimburse or pay said

general expenses. The Clerk-Treasurer is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

e. The Town Manager is responsible for the reimbursement to the Town or payment directly to the vendor for any non-business related expenses either charged to the Town's corporate credit card or that are incurred while on Town business.

**7. DEATH DURING EMPLOYMENT.**

If the Town Manager dies during the term of this Agreement, the Town shall pay to the wife of the Town Manager, or if he is not then survived by a wife, to the surviving child or children of the Town Manager, all compensation and any accrued benefits which would otherwise be payable to the Town Manager up to the end of the month in which his death occurs. In the event the Town Manager is not survived by his spouse or child or children, the amount shall be payable to his estate. All other obligations of the Town hereunder shall cease upon the death of the Town Manager.

**8. TERMINATION.**

This Agreement may be terminated as follows:

a. **By Town Manager.** Town Manager may terminate this Agreement for any reason by providing to the President of the Town Council written notice thereof at least forty-five (45) days prior to the effective date of the termination.

b. **By Town.** For the purposes of this Agreement, termination by the Town shall occur when:

(i) The majority of the governing body votes to terminate the Town Manager at a properly posted and duly authorized public meeting.

(ii) If the Town, citizens, or State Legislature acts to amend any provision of the local or state enabling legislation pertaining to the role, powers, authority, or responsibilities of the Town Manager's position that substantially changes the form of government, the Town Manager shall have the right to declare that such amendments constitute termination.

(iii) If the Town reduces the base salary, compensation, or any other financial benefit of the Town Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action

shall constitute breach of this Agreement and shall be considered termination.

(iv) The Town may terminate this Agreement and remove Town Manager without prior notice “for cause” by providing to him written notice of termination if the Town Manager:

- (1) commits a felony or crime of moral turpitude;
- (2) commits a malicious act of fraud or dishonesty;
- (3) has appropriated or embezzled funds or committed larceny or theft;
- (4) willfully engaged in misconduct or gross negligence; or
- (5) materially violated any representation or covenant in this Agreement.

In that event and under those circumstances, the Town shall pay to Town Manager, within fourteen (14) days, his final salary installment for the period worked, his accrued vacation pay, any reimbursables properly submitted to the Clerk-Treasurer and approved by the Town Council. The Town Manager shall be entitled to severance pay, as set forth in Section 9 of this Agreement.

9. **SEVERANCE PAY.** In the event The Town terminates this Agreement by action consistent with Section 8(b)(i)-(iii), and removes Town Manager without cause prior to December 31, 2027, then the Town shall pay to Town Manager:

- (i) Pay severance payment equal to six (6) months of base salary.
- (ii) The Town Manager shall be compensated for, vacation leave, and all paid holidays.
- (iii) The severance payment shall be paid to Town Manager in a lump sum, less required withholdings for payroll and other taxes, not more than thirty (30) days after the effective date of his termination.
- (iv) All electronic communication devices utilized in the service to the Town will be retained by the Town Manager.
- (v) Town Manager shall also be entitled to health insurance coverage for self and all dependents and retirement contributions for the same period

covered by the severance payment, as if he were an employee of the Town, but he is required to pay the employee share of the cost of health insurance premium.

**10. NON-SOLICITATION AGREEMENT.**

During the Town Manager's employment with the Town, and for a period of twelve (12) months thereafter, the Town Manager shall not, directly or indirectly, solicit, hire or engage, or attempt to solicit hire or engage, or advise or recommend to any other person that such other person solicit, hire or engage the employment or services of any person who is currently, or who was at any time during the last twelve (12) months of the Town Manger's employment with the Town, employed by the Town or its related or affiliated entities.

The Town Manager agrees and acknowledges that a breach by him of the provisions of non-solicitation will result in damage or loss to the Town which cannot be reasonably or adequately compensated in damages and will cause the Town irrefutable injury. The Town Manager expressly agrees that the Town shall be entitled to injunctive and other equitable relief to prevent a breach of the non-solicitation provisions of this Agreement, without the need for the posting of any bond or other security. Resort to such equitable relief shall not be construed to be a waiver of any other right or remedies the Town may have for damages or otherwise. The Town Manager acknowledges and agrees that the purpose of the non-solicitation restriction contained in the Agreement is to protect the Town from unfair competition, and that the restriction contained herein is reasonable with respect to both scope and duration of application. Notwithstanding, if any court determines that any of the terms herein are unreasonable, invalid or unenforceable, the Court may interpret, alter, amend and modify any or all of the terms to include as much of the scope, time period, and intent as will render the restrictions enforceable, and then as modified, enforce the terms.

**11. COOPERATION BY TOWN MANAGER.**

During and after the Town Manager's employment, the Town Manager shall cooperate fully with the Town and its related or affiliated entities in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Town or its related or affiliated entities but relate to events or occurrences that transpired while the Town Manager was employed by the Town.



The Town Manager's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet at mutually convenient times with counsel to prepare for discovery or trial, and to act as a witness on behalf of the Town or its related or affiliated entities. During and after the Town Manger's employment, the Town Manger shall also cooperate fully with the Town and its related or affiliated entries in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrence that transpired while the Town Manger was an employee by the Town. The Town shall reimburse the Town Manager for any reasonable out of pocket expenses incurred by him in connection with the Town Manager's performance of these obligations and pay him a reasonable amount for his time and service.

**12. ADDITIONAL REMEDIES.**

In the event that the Town or the Town Manager brings an action or proceeding to enforce any provision or provisions of the Agreement or to obtain damages as a result of a breach of this Agreement or to enjoin any breach of this Agreement, the prevailing party shall be entitled to recover any reasonable costs and expenses, including reasonable attorney fees incurred in connection with such action or proceeding.

**13. NOTICE.**

Any notice required to be given with respect to this Agreement shall be in writing, and shall be deemed to have been given:

- a. If delivered personally on that day, or
- b. Two business days after being deposited with a nationally recognized overnight delivery service with instructions for next day delivery, or
- c. One day after receipt of electronic confirmation if sent by facsimile or electronic mail, or
- d. Five business days after deposit in mail, certified or registered, return receipt requested, with appropriate postage prepaid, addressed as follows:

**If to the Town:**

President, Town Council  
Town of Munster  
Town Hall  
1005 Ridge Road  
Munster, IN 46321  
Email: [gshinkan@munster.org](mailto:gshinkan@munster.org)  
[dwestland@westlandbennett.com](mailto:dwestland@westlandbennett.com)

**(copy to:)**

Clerk-Treasurer  
Town of Munster  
Town Hall  
1005 Ridge Road  
Munster, IN 46321  
Fax: 219.836.8350  
Email: [wmis@munster.in.gov](mailto:wmis@munster.in.gov)

**If to Town Manager:**

Mr. James Marino  
21301 Prince Lake Drive  
Crest Hill, Illinois, 60403  
Email: [jim.marino@outlook.com](mailto:jim.marino@outlook.com)

The address of any party hereto may be altered or changed by a notice in writing.

**14. NON-DISPARAGEMENT.**

Except as is required by his duties or law, the Town Manager shall not at any time engage in any form of conduct, or make any statement or representation, either oral or written, that disparages, impunes or otherwise impairs the reputation, good will or interests of the Town, or any of its elected officials, officers, representatives, and/or employees or agents in either the individual or representative capacities of any of these individuals. Neither shall the Town Manager direct, arrange nor encourage others to make any such derogatory or disparaging statements on behalf of the Town Manager.

Except as is required by their duties or law, the Town agrees that members of the Town Council, and its department heads will not make any statement or representation, either oral or written, which disparages, impunes or otherwise impairs the Town Manager's reputation.

The foregoing, however, shall not prevent the Town, or any of its representatives, or the Town Manager from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or judicial forum, nor shall it prevent the Town from assessing the Town Manager's performance in sharing such information with employees who have a need to know such information.

15. **MISCELLANEOUS.**

This Agreement shall inure to the benefit of and be binding upon the Town, its successors and assigns, and shall inure to the benefit of and be binding upon the Town Manager, his heirs, personal representatives, successor and assigns. The duties of the Town Manager are personal in nature. Therefore, this Agreement may not be assigned by the Town Manager.

16. **GOVERNING LAW.**

This Agreement and its validity and affect, shall be governed, construed and enforced in accordance with the laws of the state of Indiana. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any suit, action or proceeding arising out of this agreement to be in court of competent jurisdiction in the County of Lake, State of Indiana, or in the United States District Court, in the City of Hammond, Indiana. The parties also waive any right of trial by jury and agree that any such suit, action or proceeding shall be tried before a court and not before a jury.

17. **AMENDMENT.**

This Agreement may be amended and the terms of covenants waived only upon a written instrument signed by the Town Council and the Town Manager, or in the case of a waiver, by the party waiving compliance. A failure of either party of any time or times to require performance of any provisions shall in no manner affect the right at a later time to enforce the same. Likewise, no waiver by either party shall be deemed to be a further or continuing waiver of any breach of this agreement. Notwithstanding these provisions, the Town shall have the unilateral right to amend this Agreement in order to conform this Agreement to the requirements of applicable law.

18. **RIGHTS AND OBLIGATIONS.**

The rights and obligations of each party hereto shall survive any termination of this Agreement or the expiration of the employment period to the extent necessary to preserve such rights and obligations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as to the day and year first above written.

**TOWN COUNCIL OF THE TOWN OF MUNSTER,  
LAKE COUNTY, INDIANA**

By: \_\_\_\_\_  
George Shinkan, President

ATTEST:

\_\_\_\_\_  
Wendy Mis, Clerk-Treasurer

\_\_\_\_\_  
**JAMES MARINO**, Town Manager

WITNESS:

\_\_\_\_\_