

**VILLAGE OF WINNETKA  
VILLAGE MANAGER EMPLOYMENT AGREEMENT  
WITH KRISTIN KAZENAS**

This Village Manager Employment Agreement (“*Agreement*”) is dated as of the 15th day of July, 2025 (“*Effective Date*”) and is by and between the Village of Winnetka, an Illinois home rule municipal corporation (“*Village*” or “*Employer*”) and Kristin Kazenas (“*Employee*”).

IN CONSIDERATION of the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s home rule powers, the Village and the Employee agree as follows:

**Section 1. Recitals**

A. The Village is an Illinois home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and the execution of this Agreement by the Village is an exercise of the home rule authority of the Village.

B. The Village operates under the Illinois statutory managerial form of government, and pursuant to the authority in Section 5-3-7 of the Illinois Municipal Code, 65 ILCS 5/5-3-7, the Village has created the office of Village Manager as a full-time position within the Village, in accordance with Chapter 2.12, Title 2 of the “Winnetka Village Code” (“*Village Code*”).

C. Pursuant to Section 2.12.010(B) of the Village Code, the President and Board of Trustees of the Village (collectively, “*Board of Trustees*”) desire to appoint the Employee to the office of Village Manager, and the Employee desires to be employed as the Village Manager of the Village.

D. The Village and the Employee agree that the terms and conditions provided in this Agreement and in Chapter 2.12, Title 2 of the Village Code are appropriate for the employment of the Employee as Village Manager.

**Section 2. Employment as Manager; Duties; At Will**

A. Employment. The Village agrees to employ the Employee as the Village Manager of the Village, and the Employee accepts that employment and agrees to perform the functions and duties set forth in this Agreement and in the Village Code, including without limitation those general duties provided in Section 2.12.050 of the Village Code, and to perform such other legally permissible and proper duties and functions as the Board of Trustees may assign from time to time. The Employee shall perform all such duties and functions in a manner consistent with the Village’s Ethics Code set forth in Chapters 2.40 and 2.41, Title 2 of the Village Code and the ICMA Code of Ethics.

B. Employment is At-Will. Subject to the notice requirement in Section 11 and the severance requirement of Section 12 of this Agreement, the Employee is employed at the will of the Village, and nothing in this Agreement shall create any property right in, or any other right to the continuation of, Employee's employment with the Village. No act of any member of the Board of Trustees, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Board of Trustees.

C. Other Terms of Employment. The Board of Trustees and the Employee agree to act in good faith to fix any such other terms and conditions of employment, as they may determine from time to time, relating to the duties and responsibilities of Employee's employment; provided, however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement or with applicable law.

D. Employment Rules and Regulations. Except for the benefits specifically provided herein for the Employee, all other provisions of the Village Code, and all regulations and rules of the Village relating to employment with the Village, or to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to the Employee as they would to other employees of the Village.

E. Term. The Employee's term of employment shall commence on October 1, 2025 ("**Commencement Date**") and shall continue until terminated pursuant to Section 12 of this Agreement ("**Term**").

### **Section 3. Hours of Work**

The Employee agrees and understands that except during periods of vacation or leave provided under this Agreement, the general duties of the office of Village Manager generally require that the Employee be present and available and responsive during regular business hours and also require the Employee, as necessary, to devote additional time outside normal office hours to Village business. To that end, the Village acknowledges that the Employee will establish an appropriate, reasonable work schedule, including, as necessary, limited remote work, in consultation with the Board of Trustees, to ensure the effective and efficient performance of Employee's duties.

### **Section 4. Sole Employment as Manager**

The Employee must work diligently, utilizing Employee's best efforts in the performance of Employee's duties. Employee must devote Employee's entire business time, attention, and energies to the performance of Employee's duties. Employee may not actively engage (in contrast to passive engagement) in any income or profit-generating activities without the prior written consent of the Board of Trustees. The Employee may, however, speak, teach and write on an uncompensated basis provided that such activities do not interfere with the Employee's performance of the Employee's duties and responsibilities under this Agreement.

## Section 5. Compensation; Benefits

A. Base Salary. The Village will pay the Employee an annual base salary in the amount of \$260,000.00, payable in installments in accordance with the Village's normal payroll practices ("**Base Salary**").

B. Annual Review of Salary. The Board of Trustees agrees to review the Base Salary each calendar year based on the Employee's performance and on any general wage adjustment granted to other Village senior department heads. That review will be undertaken in conjunction with the annual budget process and as part of the performance evaluation program set forth in Section 6 of this Agreement. The Board of Trustees may, but shall have no obligation to, adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to Employee's performance evaluation, that an adjustment of compensation is appropriate, but in no event shall it be reduced; provided, however, that the Employee will not be eligible for a salary adjustment until January 1, 2027. The effective date of any Base Salary adjustment pursuant to Employee's performance evaluation will be January 1 of the next calendar year, unless the Board of Trustees determines, in its sole discretion, that the effective date should be sooner. As part of any annual review under this Agreement, including, without limitation, the annual reviews for 2025 and 2026, the Board of Trustees may, but will have no obligation to, provide a bonus payment to the Employee.

C. Employee Benefit Programs. The Employee is entitled to participate in the employee benefit plans and programs provided by the Village to other Village department heads in accordance with applicable Village personnel rules and policies set forth in the Village's Winnetka Employee Handbook or the Village Code, including life and health insurance benefit programs, as those benefits may be changed by the Board of Trustees from time to time and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision may be construed or applied to limit, the right or ability of the Board of Trustees to change or eliminate any employee benefit plan or program provided, however, that at all times Employee shall be treated consistently with all other Village Department heads. Nothing contained in this Agreement will be deemed or construed as creating any property rights or other right to continuation of any such employee benefits.

D. Vacation, Personal, and Sick Days. The Employee will be entitled to vacation, personal and sick days pursuant, as applicable, to the Vacation Accrual Schedule set forth in the July 1, 2024 Standard Operating Procedure, Winnetka Employee Handbook, the Village Code, and other leave consistent with the allowances applicable to other department head personnel.

E. Taxes. All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the Village as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this

Agreement. The Employee shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements and regulations concerning the transactions, benefits, or payments contemplated in this Agreement.

F. Retirement Plans. The Employee is entitled to participate in the IMRF retirement program at the contribution rate for full-time Village employees of 4.5% of the Employee's Base Salary.

G. Deferred Compensation. In addition to the Base Salary and other benefits as provided in this Agreement, the Village agrees to pay the Employee annual deferred compensation in the amount of \$10,000.00, or other amount as the Employer and Employee may agree. The amounts under this Subsection will be paid in equal monthly installments to Mission Square Retirement Plans, or any other qualified Section 457, 401, or comparable deferred compensation plan designated in writing by the Employee, on or around the first day of each month during the time the Employee is employed under this Agreement. The Village will execute all necessary agreements provided by Mission Square or such other plan for the Employee's continued participation in a supplementary retirement plan.

H. Holiday Leave. The Employee will be provided paid holiday leave for the eight annual holidays recognized by the Village, as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas Day.

## **Section 6. Annual Performance Evaluation**

The Board of Trustees will review the performance of the Employee at least annually, subject to a process and format for the evaluation agreeable to the Board of Trustees and the Employee. The evaluation process will include the opportunity for the members of the Board of Trustees to prepare a written evaluation, meet and discuss the evaluation with the Employee, and present a written summary of the evaluation results for the Employee. The evaluation process will also include the opportunity for the Employee to provide a written self-evaluation to be delivered to the Board of Trustees. At the discretion of the Board of Trustees, the performance review may also include evaluations from members of the Village Staff. The Board of Trustees and the Employee will establish an initial schedule of goals and indicators ("**Initial Goals**") upon the Effective Date for the time between the Effective Date and December 31, 2025 ("**Initial Review Period**"). The Employer and Employee will meet during the first quarter of 2026 to review the Employee's performance during the Initial Review Period as measured against the Initial Goals. During the first quarter of 2026 and during the first quarter of each subsequent calendar year under this Agreement, the Board of Trustees and the Employee will establish a set of goals and indicators for the Employee ("**Annual Goals**"), which Goals will be used as a basis of measurement of the Employee's performance at the annual evaluation.

## **Section 7. General Business Expenses; Electronic Equipment**

A. Professional Associations. In consultation with the Employee, the Village will budget and pay for professional dues and subscriptions of the Employee reasonably necessary for participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village, including, without limitation, the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), Metro Managers, the Morrison Group, and such other professional dues and subscriptions as the Board of Trustees and Employee deem reasonably necessary.

B. Professional, Official Travel. In consultation with the Employee, the Village will budget and pay for travel and subsistence expenses reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the Village, including, without limitation, annual attendance by the Employee as two ILCMA or other in-state conferences and one ICMA or other national conference. The Employee will timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practices and procedures. Travel to any conferences not within the contiguous United States is prohibited except upon prior approval of the Board of Trustees.

C. General Expenses. The Village will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of Employee's position.

D. Communications Equipment. The Village will provide the Employee with a laptop computer, a tablet, and a mobile phone for the Employee's use in the performance of the Employee's duties.

## **Section 8. Automobile**

The Village will provide the Employee with a vehicle allowance in an amount equal to the individual vehicle allowances provided to other eligible Village department head employees. As of the Effective Date, the applicable vehicle allowance is \$540 per month. This amount is subject to change at the Board's discretion from time to time. The vehicle allowance is to be used to purchase or lease a vehicle or for the use of the Employee's existing vehicle. The Employee is 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. The Employee agrees that the Employee's vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

## **Section 9. Residence**

The Employee is not required to be a resident of the Village of Winnetka as of the Effective Date pursuant to Section 2.12.010.C of the Village Code. During the period of time

from the Commencement Date to April 30, 2027 (“*Residency Review Period*”), the Employee and the Village will continue to consult with each other regarding whether the Employee is able to carry out the duties of Village Manager as required under this Agreement without establishing Village residency. If the Board of Trustees determines during the Residency Review Period that the Employee should no longer serve as Village Manager as a result of the Employee not being a resident of the Village, then the Village may terminate the Employee pursuant to Section 11.A of this Agreement after no less than 120 days’ notice to the Employee. At any time under this Agreement that the Employee is not a resident of the Village, the Village shall be deemed to be exercising its home rule powers to allow the Employee to continue to serve as Village Manager without establishing Village residency as otherwise set forth in Section 2.12.010.C of the Village Code.

#### **Section 10. Confidential Information**

The Employee acknowledges that the Employee will have access to confidential information (“*Confidential Information*”) of, about, and belonging to, the Village. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee’s term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed or retained by the Village in a fiduciary capacity without the prior express written authorization of the Village Attorney, but instead the Employee will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

#### **Section 11. Termination At Will or For Cause**

As provided in Section 2 of this Agreement, the Employee is employed at the will of the Village and thus may be terminated by the Board of Trustees at any time without cause. The Employee also may be terminated for just cause.

A. Termination without Cause. The Board of Trustees may determine at any time, without cause, that the Employee will no longer serve as the Village Manager. In the event of termination without cause, the Employee will be entitled to severance pay and benefits as provided in Section 12 of this Agreement.

B. Termination for Just Cause. In the event the Board of Trustees determines that the Employee has engaged in “Deleterious Conduct”, which, for purposes of this Agreement, means that the Employee has: (i) been convicted of fraud, misappropriation, or embezzlement involving property of the Village, or of a felony offense or other criminal act involving moral turpitude, dishonesty, or violence; (ii) engaged in intentional, wrongful conduct that causes, or may cause, substantial harm to the Village; (iii) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of Employee’s employment when specifically directed to do so by a majority of the Board of Trustees at a duly noticed public meeting, or by failing to reply to the Village President or Board of Trustees in a timely

manner on pertinent Village business (for purposes of this subsection, “timely” shall mean not more than seven days); or (iv) materially failed to perform a significant portion of Employee’s duties as Village Manager as set forth in this Agreement or the Village Code and which material failure has not been cured within 30 days after notice to the Employee, then the Board of Trustees may determine that there is just cause for termination.

C. Process. If the Board of Trustees desires to terminate the Employee for just cause, then the Employee will be given not less than 14 days prior written notice setting forth the date, time, and place of a hearing at which the Employee may be heard regarding the basis on which the Board of Trustees seeks to terminate the Employee’s employment. The notice will include a statement of the specific basis for the Board of Trustees’ determination that just cause exists for termination. The Employee will have 10 days within which to file a written response to the statement of charges, if the Employee so desires.

D. Constructive Termination. For purposes of this Agreement, the Employee will have the right to declare that the Agreement has been terminated without cause if the Village (i) amends any provision of the Village Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government of the Village or (ii) reduces the Base Salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads of the Village.

## **Section 12. Severance**

A. Severance Period; Payment of Salary. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village will pay the Employee severance in an amount equal to 20 weeks Base Salary at the Employee’s then-current rate of pay. The severance will be paid in five equal installments or in one lump sum, whichever is requested by the Employee.

B. Payment for Value of Accrued Vacation and Sick Days. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village also will pay the Employee for the value of accrued vacation and sick days for which the Employee currently is entitled to compensation as of the date of termination.

C. Benefits During Severance Period. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement and the Employee has not secured full-time employment in an administrative position generally equivalent to the position of Village Manager, then the Village will pay the cost to continue the Employee’s health and life insurance benefits under this Agreement during the 20-week severance period.

D. No Severance if Voluntary Resignation. If the Employee voluntarily resigns, then the Village is not obligated to pay severance under this Section 12.

E. Payment for Value of Other Leave. If the Employee is terminated (with or without just cause) or if the Employee resigns, then the Village will pay the Employee for the

value of all accrued leave as generally provided for management employees, except as provided in Subsection B of this Section for sick leave if terminated without cause.

**Section 13. Resignation**

If the Employee intends to voluntarily resign the Employee's position with the Village, then the Employee will provide the Village a minimum of 60 days' notice, unless the Employee and the Village agree otherwise.

**Section 14. Property of the Village**

All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the Village are and will at all times remain the property of the Village. Upon termination of the Employee's employment with the Village, regardless of whether the termination is with or without just cause, the Employee will promptly surrender to the Village all property provided to the Employee by the Village for use in relation to the Employee's employment, including, without limitation, the equipment described in Section 7.D of this Agreement.

**Section 15. Bonding**

The Village will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 16. Notices**

Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 16, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village:  
Village President  
Village of Winnetka  
510 Green Bay Road  
Winnetka, Illinois 60093  
Email: rdearborn@winnetka.org

with a copy to:  
Peter M. Friedman, Village Attorney  
Elrod Friedman LLP  
350 N. Clark St., Second Floor  
Chicago, Illinois 60654  
Email: peter.friedman@elrodfriedman.com

July 9, 2025  
Execution Version

If to the Employee:

Kristin Kazenas  
Village of Winnetka  
510 Green Bay Road  
Winnetka, Illinois 60093  
Email: [KKazenas@winnetka.org](mailto:KKazenas@winnetka.org)

with a copy to:

Lisa Sommer  
Sommer Law, P.C.  
38W553 N. Lakeview Circle  
Saint Charles, IL 60175  
Email: [lisa@sommerpc.com](mailto:lisa@sommerpc.com)

**Section 17. General Provisions**

A. Entire Agreement. This Agreement constitutes the entire agreement between the Village and the Employee and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Employee with respect to this Agreement.

B. Amendments. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

C. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

D. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement shall be invalid, void, and unenforceable.

E. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

F. COBRA. Nothing in this agreement will be deemed a waiver of Employee's rights under applicable COBRA regulations, as may be amended from time to time.

G. Assignment. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

H. Village Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Board of Trustees or its designee, to the extent provided for by law.

I. Governing Law. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Acknowledgements. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

K. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

L. Change in Laws. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time after the Effective Date.

M. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Time of Essence. Time is of the essence in the performance of this Agreement.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

P. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State of Illinois, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

[SIGNATURE PAGE ON NEXT PAGE]

July 9, 2025  
Execution Version

VILLAGE OF WINNETKA



\_\_\_\_\_  
Village President

Attest:



\_\_\_\_\_  
Deputy Village Clerk

EMPLOYEE



\_\_\_\_\_  
Kristin Kazenas

Witness:



\_\_\_\_\_  
Deputy Village Clerk