

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2018-MC10

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF CITY ADMINISTRATOR**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS TWENTY-FOURTH DAY OF SEPTEMBER, 2018

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS TWENTY-FIFTH DAY OF SEPTEMBER, 2018.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2018-MC10

September 24, 2018

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF CITY ADMINISTRATOR**

WHEREAS, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the City's powers and functions as granted in the same; and

WHEREAS, the City of Villa Grove and Mrs. Jacqueline S. Athey have been bargaining in good faith and have reached a complete, tentative employment agreement and reduced it to writing as evidenced by Attachment A; and

WHEREAS, the City of Villa Grove believes the tentative agreement reached between the City and Mrs. Athey is in the best interests of the City of Villa Grove; and

WHEREAS, in order to implement the provisions of the employment agreement, it is in the best interests of the City of Villa Grove that the Mayor be granted limited powers for resolving disputes which arise under the employment agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and members of the City Council of the City of Villa Grove, Douglas County, Illinois, as follows:

SECTION 1. That the City Council hereby ratifies the tentative employment agreement reached by the City of Villa Grove's Administrative Committee and Jacqueline S. Athey and hereby authorizes the Mayor to execute an employment agreement between the City of Villa Grove and Mrs. Athey as attached hereto and labeled Attachment A.

SECTION 2. That the Mayor is hereby granted authority to bind the City of Villa Grove regarding issues which may arise under the employment agreement which do not have an impact on the City's budget.

SECTION 3. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twenty-fourth day of September, 2018, by a roll call vote as follows:

Allen, Bruce D. yea

Johnson, Derek S. yea

Blaney, Thelma I. yea

Leon, Michael S. yea

Eversole-Gunter, Cassandra A. _____

Stipp, Robert L. nay

Griffith, Darrel M. nay

APPROVED:

Cassandra A. Eversole-Gunter

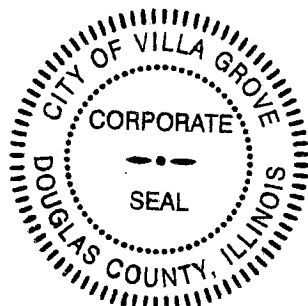
CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

Michelle L. Osborne

MICHELLE L. OSBORNE
City Clerk

SEAL



EMPLOYMENT AGREEMENT

This Employment Agreement, hereinafter referred to as "Agreement," is entered into between the CITY OF VILLA GROVE, hereinafter referred to as "City" and JACQUALINE S. "JACKI" ATHEY, hereinafter "Administrator."

RECITALS:

WHEREAS, The City of Villa Grove is engaged in the business of municipal government and is made up of a governing board with working departments; and

WHEREAS, the City has created the position of City Administrator; and

WHEREAS, Jacki Athey has been elected to serve as City Administrator as an at-will employee of the City consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

1. TYPE OF EMPLOYMENT

This Agreement is made for a salaried, full-time, non-union position.

2. POSITION

The City will employ the Administrator in the following salaried position: City Administrator. In this position, Administrator will report to the Mayor. The Administrator will be responsible for duties as outlined in Exhibit A to this Agreement.

Administrator will also be responsible for other duties as may be assigned and may arise from time to time.

3. EMPLOYMENT

The terms and conditions of the relationship between the City and the Administrator shall be determined by applicable policies and procedure manuals, employee manuals, or other written governing documents used by the City. However, in case of any dispute or conflict between this Agreement and other written policies or procedures, this Agreement shall govern.

4. ADMINISTRATOR COVENANTS

The Administrator agrees to carry out and perform the duties required by this position to the best of her skill, ability, and experience. Administrator agrees to execute the position faithfully and in compliance with any of the City's instructions, written and/or oral, announced by the City.

Administrator further agrees to comply with all rules and regulations of the City, as well as State and Federal regulations necessary to perform her duties.

The Administrator agrees and understands that she will abide by the City's rules, regulations, and practices and that she shall set an example for the department heads and employees of the City to do the same. The Administrator agrees to devote full-time efforts, as the City Administrator, to the human resource duties and all obligations as described in Exhibit A..

The Administrator represents and warrants that she is not a party to or bound by any other employment agreement or contractual obligation which would prevent her from entering into this Agreement or fully performing the employment duties hereunder.

5. COMPENSATION

For the services performed by Administrator under the terms of this Agreement, the Administrator shall receive an annual salary of \$72,800.00. This compensation will be subject to normal state and federal deductions. Payment will be made on Friday of every other week (with the City's regular employee payroll runs), with $\frac{1}{26}^{\text{th}}$ of said wage payable. In the event the Administrator's death during the term of this Agreement, Administrator's heirs shall be entitled to payment for the period ending with the date of Administrator's death and any unused vacation time.

The Administrator will receive an automatic increase in salary of 1% on October 1, 2019, and an additional 1 ½ % on October 1, 2020. In addition, from time to time the City may consider increasing wages based on the job performance of the Administrator. Also from time to time, the City may award a bonus to the Administrator in the form of a one-time payment in addition to the annual salary. However, neither salary increases nor bonuses are required under the terms of this Agreement.

In addition, the City shall reimburse any expenses arising directly out of the employment, so long as the expenses were authorized and appropriate receipts were provided to the City including the following:

- Travel expenses
- Meals, excluding alcoholic beverages
- Professional dues and expenses
- Costs of job-related executed/training (including agreed upon coursework if successfully completed with a grade of "C" or better)
- Reimbursement for use of personal cell phone for City business based on documentation of the extent of phone use for City business and up to a maximum of \$60.00 per month

6. SCHEDULE AND LOCATION

The Administrator shall be expected to work the number of hours necessary to complete the required duties of the position. Attendance at City Council and other meetings shall be required consistent with Exhibit A. Typically, Administrator shall work at 612 Front Street (and in the

future 120 N. Main Street). From time to time, however, the Administrator may be allowed to work from home so long as she may be contacted during regular hours by members of City staff or the Mayor. From time to time the Administrator will also attend continuing education or conferences at various designated locations.

7. VACATION, SICK, AND HOLIDAY LEAVES

Administrator is entitled to earn 5 weeks of vacation time per year which shall accrue at the rate of 7.69 hours per bi-weekly payroll. It is understood that the Administrator currently has a balance of vacation leave accrual of 400 hours. Within 30 days of the commencement of work as Administrator, the City shall pay employee for 300 hours of accrued vacation time at her previous wage rate. The additional 100 hours of vacation time shall be used by Administrator during the first six months of employment. Thereafter, Administrator may use accrued vacation as accrued in her position as Administrator. The maximum accrual, however, of vacation shall be 200 hours. Any scheduled accrual of additional vacation time above 200 hours shall not be given if the accrual balance is at 200 hours. Vacation must be taken at a time mutually convenient to the City and Administrator, and must be approved by the Mayor. Requests for the use of such vacation leave shall be submitted to the Mayor 7 calendar days in advance of the requested beginning date.

Employee is entitled to 10 personal days per year. These 10 personal days are granted on July 1 of this year and each successive year. Those personal days may be taken for sick leave in the event of the Administrator's illness or other medical needs of immediate family members. Leaves of a duration of less than 4 hours need not reduce personal leave time. Leaves of 4 hours will reduce the personal leave balance by one-half day. Leaves of more than 5 hours in any given day shall result in the reduction of 1 full personal day.

In the event of Administrator's death during the term of this Agreement, Administrator's heirs shall be entitled to all vacation balances accrued for the pay period ending with the date of Administrator's death. No payment shall be made for accrued but unused personal days.

Administrator may also receive City-wide or national holidays off as shown:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day

8. INSURANCE AND OTHER BENEFITS

The City shall provide Administrator with the following benefits:

- Administrator will receive retirement/pension coverage as a member of the Illinois Municipal Retirement Fund; Administrator will receive individual and dependent comprehensive medical/health insurance (including dental and vision coverage) with the City paying 70% of the premium and the employee paying 30% of the premium;
- Administrator will receive short-term disability and life insurance coverage (as provided to other full-time employees through the City's group plan);
- Administrator will be eligible for bereavement leave benefits in accordance with other full-time employees;
- Administrator will receive a uniform allowance of \$400.00 per year for use on suits, blouses, jackets, slacks, skirts, and dresses considered to be non-casual business attire.

9. TERM AND TERMINATION

The relationship between the City and the Administrator shall be considered at-will. The starting date for employment is October 1, 2018. This Agreement shall continue in full force and effect until terminated by either of the parties as outlined below. The initial term of this Agreement is through September 30, 2020.

The parties agree to negotiate in good faith regarding terms for a four year extension commencing on October 1, 2020.

(a) The City may terminate this Agreement with four weeks' written notice. The City does not need cause to terminate Administrator's employment, but payment of four months of the current term's compensation and any vacation accrual shall be payable immediately upon termination unless termination is due to Administrator's violation of this Agreement or conviction of an offense that would render the Administrator's work ineffectual in a municipal government setting. Under those circumstances, only unused vacation time will be paid.

(b) Administrator may terminate this Agreement at any time. Should the Administrator provide less than four weeks' notice of her decision to terminate this Agreement, a notation will be made in the Administrator's personnel file that Administrator violated the terms of her employment agreement by terminating the employment with insufficient notice. No payment in addition to accrued vacation time will be made following the Administrator's termination at her request.

If notice has been given by either party for any reason, the parties agree to execute their duties and obligations under this Agreement diligently and in good faith to the end of the notice. However, if the Administrator chooses to provide notice of termination of this Agreement, the City may pay the remainder of four weeks' pay and require the Administrator to vacate her office immediately.

All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

City

Attention: Cassandra A. Eversole-Gunter, Mayor
612 Front St., P.O. Box 108
Villa Grove, IL 61956

Administrator

Jacqueline S. Athey
35 Hancock Dr.
Villa Grove, IL 61956

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

10. PERFORMANCE REVIEWS

It is anticipated that Administrator shall have her performance reviewed every four months in the initial year and then annually thereafter. However, the failure to conduct a performance review or a timely performance review of Administrator does not constitute a breach of this Agreement.

11. PROPERTY

If Administrator has obtained any property belonging to the City in the course of the employment relationship, Administrator agrees to return such property fully with no damage thereto at the termination of this Agreement. Such property may include keys, records, notes, data, memoranda, models, and equipment.

Any social media contacts, including “followers” or “friends,” that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the City remain the property of the City.

12. CONFIDENTIALITY

Administrator hereby agrees not to release or otherwise disclose any Confidential Information, as hereinafter defined. The Administrator agrees that a material term of this Agreement with the City is to keep all Confidential Information absolutely confidential and protect its release from the public when necessary, and internally from other City personnel as needed and determined by the content of such information. The Administrator agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Administrator has obtained or which was disclosed by the City as a result of her employment. The Administrator agrees that if there is any question as to disclosure, then the Administrator shall seek out the senior management of the City or its designated legal representatives prior to making any disclosure of the City’s information which may be covered by this Agreement. Any loss or incidental release of Confidential Information shall be disclosed to the City immediately and Administrator shall

take all reasonable steps necessary to retrieve such lost or improperly disclosed Confidential Information. If the Administrator received any Confidential Information, as hereinafter defined, Administrator shall maintain the secrecy of such information permanently. Confidential Information shall be defined as any information which is confidential and intellectually valuable to the City. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, patents, trademarks, copyrights, equipment, samples, software drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets that may pertain to personnel, suppliers, and/or finance or any other information which is confidential and commercially valuable to the City.

Confidential Information shall not mean any information which:

- (a) Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Administrator;
- (b) Is already known, through legal means, to the Administrator;
- (c) Is given by the City to third parties, other than Administrator, without any restrictions; or
- (d) Is given by the Administrator to any third party who legally had the confidential information and the right to disclose it.

13. ASSIGNMENT

The City's rights and obligations under this Agreement will inure to the benefit and be binding upon any of the City's successors and assigns. However, the Administrator may not assign any of her rights or obligation under this Agreement.

14. JURISDICTION AND GOVERNING LAW

This agreement shall be governed by the laws of the State of Illinois. Both parties consent to the jurisdiction under the state and federal courts within the State of Illinois.

15. ADVICE OF COUNSEL

Administrator acknowledges that the City has provided the Administrator with reasonable and sufficient opportunity to obtain independent legal advice regarding this Agreement and any questions about the employment relationship Administrator may have.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior or contemporaneous understandings, whether written or oral, between the parties.

17. SEVERABILITY

If any provision or term of this Agreement is held to be invalid or unenforceable for any reason, than this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

18. NO WAIVER

None of the terms of this Agreement shall be deemed to have been waived by any act or acquisition by either party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the parties.

19. AMENDMENT

No modification or amendment of this Agreement shall be valid unless it is made in writing and fully executed by both parties.

20. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this document are different, this Agreement is to be considered effective on the date that both parties have signed the Agreement, which may be the latter date. Notwithstanding the foregoing, the employment relationship will begin on October 1, 2018.

21. SIGNATORIES

This Agreement shall be signed by Cassandra A. Eversole-Gunter, Mayor, on behalf of the City of Villa Grove, and by Jacqueline S. "Jacki" Athey in an individual capacity. This Agreement is effective on October 1, 2018.

IN WITNESS WHEREOF, the parties execute the Agreement as follows:

CASSANDRA A. EVERSOLE-GUNTER
Mayor, City of Vila Grove

JACQUALINE S. "JACKI" ATHEY

Date: _____

Date: _____

EXHIBIT A

City of Villa Grove Job Description
City Administrator
Supervisor: Mayor
Pay Status: Salaried full-time

JOB SUMMARY

The City Administrator shall be the chief administrative assistant to the Mayor and as such shall be the chief administrative officer of the City. Except as otherwise specified by ordinance or laws of the State of Illinois, the City Administrator shall coordinate, direct, and generally supervise the operation of all departments of the City of Villa Grove.

PRIMARY RESPONSIBILITIES

The City Administrator shall be the personnel officer of the City. The City Administrator shall, after consultation with the department heads, recommend appointment, promotions, demotions, and salary changes pertaining to all City employees. She shall have the authority, after consultation with the appropriate department head and committee chair person, to suspend the employment of any City employee for up to three (3) days without pay or up to fourteen (14) days with pay, or until the next scheduled meeting of the City Council, whichever is less. She shall have the power to prescribe such rules and regulations as are necessary or expedient for the conduct of the administrative agencies or departments of the City of Villa Grove, subject to her authority. She shall directly supervise the Public Works-Facilities Director, Public Works-Utilities Lead Worker or Operator, Office Manager, Police Chief, Fire Chief, Senior Center personnel, Building Inspector, Zoning and Park Board Chairman, City Comptroller, City Collector, City Treasurer, and Assistant City Clerk. She shall also supervise and be the primary point contact for attorneys, auditors, engineers, and other consultants hired by the City for specific purposes. She shall report directly to the Mayor.

The City Administrator shall attend all meetings of the City Council and of all committees thereof, unless excused by the Mayor or the appropriate Committee Chairperson. She shall be entitled to notice of all meetings, regular and special.

The City Administrator shall be the purchasing officer for the City and, as such, she shall prescribe rules and regulations for procurement of goods and services by City employees. She shall have the power to authorize expenditures up to \$1,000.00, subject to the provisions of City ordinances and state statutes, and subject to the current budget ordinance in effect. She shall oversee the procurement of all goods and services in excess of \$20,000.00 as directed by the City Council or by a committee chairperson thereof. Said oversight shall include bid preparation, advertisement and collections, contract completion, and project supervision.

The City Administrator shall be the Budget Officer for the City and, as such, she shall prepare the annual research and documentation needed to prepare the annual legal spending document of the City. She shall coordinate the efforts of various department heads in preparation

of the next year's anticipated plan, and shall work with them to establish multi-year planning for anticipated expensive or long-term projects. She shall have the power to establish a public hearing for the budget, prior to the passage of the required ordinance.

The City Administrator shall produce, or cause to be produced, regular reports designed to inform the Mayor and City Council regarding the affairs of the City. Said reports shall include, but are not necessarily limited to, monthly budget and financial reports, an annual report pertaining to all departments within the City, an annual audit report, annual Tax Increment Financing Status Report and the annual City budget document.

The City Administrator shall investigate all complaints pertaining the City services or administration, and shall enforce all ordinance and policies of the City Council in relation to said complaints. She shall have the power to issue rulings concerning disputes and complaints that shall supersede the rulings of subordinate department heads.

The City Administrator shall prepare proposals and grant applications, and perform responsible, professional, and administrative work in researching, identifying, developing, and responding to public and private grant opportunities. She will also write reports to other government, corporate, foundations, and other funders of programs which will provide new or additional economic and commercial growth to the City. The City Administrator shall act as the City's liaison to all funding agencies, organizations, and grant programs, and shall always work to identify new funding opportunities to match ever-changing City needs using whatever research tools best implemented as needed.

The City Administrator shall reasonably expect freedom from interference by elected officials in the conduct of the administrative duties. Elected officials and officers shall deal with the administrative service and the departments of the City through the City Administrator, except for purposes of inquiry. Elected officials and officers shall refrain from giving orders, either publicly or privately to any subordinate of the City Administrator.

The City Administrator shall perform such other duties as may be required of her from time to time by the Mayor and/or the City Council. At no time shall the duties or powers of the City Administrator supersede the action by the Mayor and/or the City Council. The City Administrator shall performs such other duties as required.

ADDITIONAL/GENERAL NEEDS

Skill Requirements:

1. **Communication:** Excellent verbal, written, and listening skills. Ability to explain technical requirements. Ability to explain rejection or refusal while remaining tactful and impartial.
2. **Interpersonal:** Courteous and polite, willing and able to provide assistance, firm but fair thinking and analysis. Ability to build consensus through fact finding and easy-to-understand explanation.

3. Experience: Management/leadership experience necessary. Familiarity with Public Works, Public Safety, and overall departments providing service. Familiarity with local government rules and regulations with respect to state and federal regulations as well.
4. Education: Bachelor's Degree in public or business administrator or related field required, or 20+ years equivalent experience in the public sector with gradually increasing responsibilities and staff supervision.

Technical Requirements:

1. Computer skills: Microsoft Office programs including basic and advanced word processing functions and moderate to difficult spreadsheet experience, internet navigation and html/website understanding, e-mail basics including use of security protocols to preserve all document management as required by state law, other programs including Sage 300, Adobe Acrobat, Crystal Reports, GoToMyPC, and advanced knowledge of computer database management is preferred.
2. Memberships: Illinois City/County Management Association and International City/County Management Association participation for advanced learning is preferred.
3. Licenses: Valid Driver's License is required.
4. Certifications: Prior certifications from various state associations such as the American Public Works Association, the Illinois Public Service Institute, the Illinois Municipal Treasurer's Association, the Illinois Government Finance Officers Association, the Association of Public Treasurers of the United States and Canada, the Municipal Clerks of Illinois, and the International Institute of Municipal Clerks are not required but preferred.
5. Financial Insurance: Administrator must be bondable to handle public funds, per the required questionnaire provided through the City's membership of the Illinois Municipal League Risk Management Association.