CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2020-MC08

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE FOR THE POSITION OF DIRECTOR OF CHIEF OF POLICE

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS THIRTEENTH DAY OF JULY, 2020

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS FOURTEENTH DAY OF JULY, 2020.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2020-MC08 July 13, 2020

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

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 Mr. Robert Rea 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 Mr. Rea 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 and City Administrator 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 and Mr. Robert Rea and hereby authorizes the

Mayor to execute an employment agreement between the City of Villa Grove and Mr. Rea as attached hereto and labeled Attachment A.

SECTION 2. That the Mayor and City Administrator are 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 thirteenth day of July, 2020, by a roll call vote as follows:

Blaney, Thelma I. yea

Eversole-Gunter, Cassandra A. —

Garrett, Ryan P. yea

Griffith, Darrel M. yea

Hooker, Anthony L. yea

Johnson, Derek S. yea

Pangburn, Matthew M. yea

APPROVED:

CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

MICHELLE L. OSBORNE
City Clerk

SEAL

CITY OF VILLA GROVE
CORPORATE
SEAL
DOUGLAS COUNTY, ILLINOIS

ATTACHMENT A

EMPLOYMENT AGREEMENT

City of Villa Grove
Chief of Police
Supervisor: City Administrator

This Employment Agreement, hereinafter referred to as "Agreement," is entered into between the **CITY OF VILLA GROVE**, hereinafter referred to as the "Employer" or the "City" and **ROBERT A. "BOB" REA**, hereinafter referred to as the "Employee" or the "Chief."

RECITALS:

WHEREAS, The City of Villa Grove is engaged in the business of municipal government in the County of Douglas, State of Illinois, and consists of a Mayor, City Council, City Administrator and working departments; and

WHEREAS, the City has created the position of Chief for its Police Department; and

WHEREAS, Mr. Bob Rea has been selected to serve as Chief of Police 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:

Section I. Type of Employment

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

Section II. Position

The City hires the Employee as the Chief of Police for the City of Villa Grove, and the employee agrees to the hiring and employment. Subject to the supervision of the City Administrator, the Chief will be responsible for completing the duties contained in Appendix A to this Agreement which may be modified from time to time.

Chief will also be responsible for completion of other duties as may be assigned in future unforeseen events, either in person or as delegated to police officers under his supervision.

Section III. Employment

The terms and conditions of the relationship between the City and the Chief shall be determined by applicable policies and procedure manuals, employee manuals, or other written governing documents used by the City. Any terms of employment not specifically expressed in this Employment Agreement shall default to the City's Personnel Code (Title III Chapter 37 of the Municipal Code of the City of Villa Grove). However, in case of any dispute or conflict between this Agreement and other written policies or procedures, this Agreement shall govern.

Section IV. Chief Covenants

The Chief agrees to carry out and perform the duties required by this position to the best of his skill, ability, education and experience. Chief agrees to execute the position faithfully and in compliance with any of the City's instructions, written and/or oral, announced by the City. The Chief further agrees to comply with all rules and regulations of the City, as well as State and Federal regulations necessary to perform his duties.

The Chief agrees and understands that he will abide by the City's rules, regulations, and practices and that he will set an example for the department and employees of the City to do the same. The Employee agrees to devote full-time efforts, as the Chief, to all duties and obligations described in Appendix A.

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

The Chief agrees that he shall provide his own firearm for use while on duty.

Section V. Probation Period

The Chief shall serve a probationary period of six months.

Section VI. Compensation

For the services performed by Chief under the terms of this Agreement, the Chief shall receive an annual salary of $65,000.00. 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 1/26th of said wage payable. As a salaried employee,

hours beyond the "regular" business hours may be required to accomplish the duties assigned by the City Administrator, however, without additional overtime pay.

The Chief will receive an automatic increase in salary of 2% on July 1, 2021, and an additional 2 ½ % on July 1, 2022. Also from time to time, the Citymay award a bonus to the Chief in the form of a one-time payment in addition to the annual salary. However, bonuses are not 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 pre-authorized and appropriate receipts were provided to the City including the following:

A. Travel expenses
B. Meals, excluding alcoholic beverages
C. Professional dues and expenses
D. Costs of job-related executed/training (including agreed upon coursework if successfully completed with a grade of "C" or better)
E. Reimbursement for use of personal cell phone for City business of $60.00 per month

In the event the Chief's death during the term of this Agreement, Chief's heirs shall be entitled to payment for the period ending with the date of Chief's death and any unused vacation time (Section VIII below).

Section VII. Schedule and Location

The Chief 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 Appendix A. Duties will be rendered throughout the City of Villa Grove, Illinois, and at other places as Employer requires in the interests and business needs of Employer for such events as continuing education opportunities or conferences. Typically, Chief shall maintain an office at 1020 N. Sycamore Street. From time to time, however, the Chief may be allowed to work offsite so long as he may be contacted during regular hours by members of City staff or the Mayor.

Section VIII. Vacation, Sick, and Holiday Leaves

Chief is entitled to earn 2 weeks of vacation time per year which shall accrue at the rate of 3.08 hours per bi-weekly payroll. It is understood that the Chief shall not use the accruing balance during the probationary period. The maximum accrual, however, of vacation shall be 160 hours. Any scheduled accrual of additional vacation time above 160 hours shall not be given if the accrual balance is at 160 hours. Vacation must be taken at a time mutually convenient to the City and Chief and must be approved by the City Administrator. Requests

for the use of such vacation leave shall be submitted to the City Administrator seven calendar days in advance of the requested beginning date.

In light of the Chief's status as a salaried employee, there will be no sick or personal leave time officially granted. However, leave may be taken for personal illness, medical needs of immediate family members, or other personal matters. The Chief may take one hour per day during regular work hours for lunch as a salaried employee; however, he may also take reasonable times during the workday to attend to personal business with notice to the City Administrator regarding his availability. Excessive use of this time may lead to counseling or other disciplinary action.

In the event of Chief's death during the term of this Agreement, the Chief's heirs shall be entitled to all vacation balances accrued for the pay period ending with the date of Chief's death.

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

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

The Chief shall keep a timecard of all hours worked and leave taken which shall be remitted to the City in accordance with the regular biweekly pay schedule.

Section IX. Insurance and Other Benefits

The City shall provide Chief with the following benefits:

a. Retirement/pension coverage as a member of the Illinois Municipal Retirement Fund (IMRF); and
b. Individual and dependent comprehensive medical/health insurance (including dental and vision coverage) with the City paying 75% of the premium and Employee paying 25% of the premium; and
c. Short-term disability and life insurance coverage (as provided to other full-time employees through the City's group plan); and
d. Eligibility for bereavement leave benefits consistent with Employer's personnel policies; and
e. Chief will receive a non-capped uniform amount for the initial uniform purchases required, including but not limited to pants, shirts, jackets, shoes,

bullet-proof vest and ammunition. Going forward, an allowance of $400.00 per fiscal year (or any increased number approved in the City's annual budget ordinance) which will be for use on the Chief's ongoing uniform needs.

Section X. Term and Termination

The relationship between the City and the Chief shall be considered at-will. The starting date for employment is June 24, 2020; the initial term of this Agreement is for TWO (2) years, through June 30, 2022. This Agreement shall continue in full force and effect until terminated by either of the parties as outlined below. The parties agree to negotiate in good faith regarding terms for a four-year extension commencing on July 1, 2022.

The City does not need cause to terminate Chief's employment, but payment of six months of the current term's compensation and any vacation accrual shall be payable immediately upon termination. However, the additional severance is void and only unused vacation time will be paid under any of the following conditions:

- Chief is still within the six-month probationary period.
- Chief is in violation of this Agreement or any City policy.
- Chief is convicted of an offense that would render his work ineffectual in a municipal government setting.

The Chief may terminate this Agreement at any time. However, should the Chief provide less than four weeks' notice of his decision to terminate this Agreement, a notation will be made in the Chief's personnel file that he violated the terms of his employment agreement by terminating the employment with insufficient notice.

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 Chief chooses to provide notice of termination of this Agreement, the City may either allow the Chief to continue working for the noticed time or order the payment for the remainder of the noticed time and require that the Chief vacate his office immediately. The decision about continuing to work during this period shall be made by the City Administrator and/or the City Council.

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

City of Villa Grove
Attention: City Administrator
120 N. Main St., P.O. Box 108
Villa Grove, IL 61956

Chief

Robert A. Rea
707 Pheasant Run Rd.
Tuscola, IL 61953

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

Section XI. Performance Reviews

It is anticipated that Chief shall have his performance reviewed every four months in the initial year and then annually thereafter. Such reviews will be conducted by the City Administrator and shared with the City Council. However, the failure to conduct a performance review or a timely performance review of Chief does not constitute a breach of this Agreement.

Section XII. Property

If Chief has obtained any property belonging to the City in the course of the employment relationship, Chief agrees to return such property fully with no damage thereto at the termination of this Agreement. Such property may include keys, phones, 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.

Section XIII. Confidentiality

Chief hereby agrees not to release or otherwise disclose any Confidential Information, as hereinafter defined. The Chief 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 Chief agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Chief has obtained or which was disclosed by the City as a result of his employment. The Chief agrees that if there is any question as to disclosure, then the Chief shall seek out the City Administrator, the City Clerk, or the City's 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 Administrator immediately and Chief shall take all reasonable steps necessary to retrieve such lost or improperly disclosed

Confidential Information. If the Chief received any Confidential Information, as hereinafter defined, Chief 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 Chief;

(b) Is already known, through legal means, to the Chief;

(c) Is given by the City to third parties, other than Chief, without any restrictions; or

(d) Is given by the Chief to any third party who legally had the confidential information and the right to disclose it.

Section XIV. 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 Chief may not assign any of his rights or obligation under this Agreement.

Section XV. 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.

Section XVI. Advice of Counsel

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

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Section XVII. Entire Agreement (Exclusive Terms)

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.

Section XVIII. Severability

If any provision or term of this Agreement is held to be invalid or unenforceable for any reason, then 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.

Section XIX. No Waiver or Modification

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.

Section XX. Amendment

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

Section XXI. 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 June 24, 2020.

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Section XXII. Signatories

This Agreement will be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns. It shall be signed by Mrs. Cassandra A. Eversole-Gunter, Mayor, on behalf of the City of Villa Grove, and by Mr. Robert A. "Bob" Rea in an individual capacity.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates listed below and hereby execute the Agreement.

EMPLOYER:

CITY OF VILLA GROVE,
An Illinois Municipal Corporation.

By:_____ Date: _____

CASSANDRA A. EVERSOLE-GUNTER, Mayor

EMPLOYEE:

By:_____ Date: _____

ROBERT A. "BOB" REA

EXHIBIT A

City of Villa Grove
Job Title: Chief of Police

Nature of Work:
The police chief is responsible for the preservation of the public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, regulation of traffic, and the enforcement of the laws of the state and the ordinances of the town and rules and regulations in accordance therewith. This position is a balance of administrative and patrol hours, the balance of which shall be determined by the Chief in his best judgment. The Chief of Police reports directly to the City Administrator (or the Mayor in the absence of the City Administrator).

Essential Duties and Responsibilities:

- Develops, maintains and directs the policies, procedures and work standards for the department
- Shall work with the City Administrator, Mayor and City Council to implement short- and long-term goals for the department
- Shall attend one Council or Committee Meeting per month, or provide written report to the City Administrator if absent
- Provide ongoing training opportunities for the department, in both necessary and best practice safety procedures, with documentation of initial and repeated trainings and ensures compliance of the same
- Responsible for the conduct of the officers, making sure that everyone understands their obligations and carries them out to an acceptable standard
- Solely directs the selection and supervision of department personnel
- Responsible for the discipline of PD employees with power to:
    - Issue verbal warnings (with documentation to City Administrator to file after)
    - Issue written warnings (with pre-review and pre-approval from City Administrator and copy to file after)
    - Issues concerning suspension or termination shall be discussed at the Administrator and Council level before execution if at all possible
- Responsible for completing probationary and annual employee evaluations

- Works with the City Administrator to develop an annual departmental budget; forecasting of additional funds needed to ensure adequate law enforcement services, programs, activities, and related tools, supplies and equipment
- Responsible for all departmental purchases for required materials, per budget with the following parameters:
    - All purchases require a PO number which can be obtained through the City's Administrative office
    - Purchases over $300 may be verbally approved by the City Administrator before order is placed
    - Purchases over $1000 may be approved by the City Administrator after obtaining either formal approval at a City Council meeting or a consensus vote of the Council between meetings before order is placed
    - Emergency purchases over these limits shall be reported to the City Administrator immediately or within 48 hours in writing
- Works with City attorneys concerning code enforcement and other issues as required
- Reviews and approves all FOIA document requests pertaining to Police Department actions, investigations or employees
- Presents departmental issues and recommendations on issues requiring policy direction to the City Administrator and Mayor/Council as needed
- Will assist other department heads or non-City agencies as needed
- Performs a variety of other related duties as assigned

Requirements of Work:

- Excellent managerial, interpersonal and customer service skills.
- Must be computer proficient.

Desired Minimum Qualifications:

- Post-probationary status as a police officer in the United States
- Meet state psychiatric test standards

- High School Diploma or equivalent minimum
- Associates Degree in related field required, or an additional ten years of employment as a police patrol officer, or equivalent related experience elsewhere in lieu of AA or AS
- Previous supervisory experience preferred
- Valid driver's license

Necessary Special Requirements (licenses and training certifications)

- Completion of Illinois 400-hour Police Training Institute (or equivalent) or State documentation of waiver
- Advanced items as required by State of Illinois, including but not limited to FOID and firearms range qualifications

Functional Requirements:

- General availability/on call for emergencies as needed

Date last revised: 07/01/2020