

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2022-MC04

**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 NINTH DAY OF MAY, 2022

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS TENTH DAY OF MAY, 2022.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2022-MC04

May 9, 2022

**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 City Administrator 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 ninth day of May, 2022, by a roll call vote as follows:

Blaney, Thelma I. yea

Hooker, Anthony L. absent

Cheely, Kerry S. yea

Johnson, Derek S. absent

Eversole-Gunter, Cassandra A. _____

Pangburn, Matthew M. yea

Garrett, Ryan P. yea

APPROVED:



CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:



MICHELLE L. OSBORNE
City Clerk

SEAL

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 "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 was selected to serve as Chief of Police in 2020 as an at-will employee of the City consistent with the terms of this Agreement; and

WHEREAS, both parties agree to continue such employment relationship with the execution of a new employment contract.

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 hired the Employee as the Chief of Police for the City of Villa Grove, and the employee agrees to the continued 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. Compensation

For the services performed by Chief under the terms of this Agreement, the Chief shall receive an annual salary of \$70,278.00. 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 3% on May 1, 2023 (\$72,386.00), an additional 2½% on May 1, 2024 (\$74,195.00), and an additional 2% on May 1, 2025 (\$75,679.00). Also from time to time, the City may 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:

- 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 of \$30.00 per pay period

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 VI. 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 VII. Vacation, Sick, and Holiday Leaves

Chief is currently entitled to earn 2 weeks of vacation time per year which shall accrue at the rate of 3.08 hours per bi-weekly payroll. 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.

Effective May 1, 2025, Chief shall be entitled to earn 3 weeks of vacation time per year which shall accrue at the rate of 4.62 hours per bi-weekly payroll. The maximum accrual shall increase at that time to 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 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 VIII. 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 100% of the premium for the employee's personal coverage and 70% of any dependent(s) premium with the

- Employee paying 30% of the dependent(s) coverage 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 IX. Term and Termination

The relationship between the City and the Chief shall be considered at-will. The starting date for employment is May 1, 2022; the initial term of this Agreement is for FOUR (4) years, through April 30, 2026. 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 February 1, 2026.

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 X. Performance Reviews

It is anticipated that Chief shall have his performance reviewed annually. 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 XI. 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 XII. 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 XIII. 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 XIV. 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 XV. 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.

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 XVII. 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 XIII. 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 XIX. Amendment

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

Section XX. 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 May 1, 2022.

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: _____
CASSANDRA A. EVERSOLE-GUNTER, Mayor

Date: _____

EMPLOYEE:

By: _____
ROBERT A. "BOB" REA

Date: _____