

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC02

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF ACCOUNTING/ADMINISTRATIVE ASSISTANT**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS TWELFTH DAY OF FEBRUARY 2024

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS THIRTEENTH DAY OF FEBRUARY 2024.

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DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC02

February 12, 2024

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THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF ACCOUNTING/ADMINISTRATIVE ASSISTANT**

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 Ms. Jessica Endres 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 Ms. Endres 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 Jessica Endres and hereby authorizes the

Mayor to execute an employment agreement between the City of Villa Grove and Ms. Endres 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 twelfth day of February, 2024, by a roll call vote as follows:

Blaney, Thelma I. yea

Johnson, Derek S. yea

Cheely, Kerry S. yea

Nieto, Gilbert III yea

Eversole-Gunter, Cassandra A. —

Pangburn, Matthew M. absent

Hooker, Anthony L. yea

APPROVED:

Cassandra A. Eversole-Gunter
CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

Michelle L. Osborne
MICHELLE L. OSBORNE
City Clerk

SEAL



ATTACHMENT A

EMPLOYMENT AGREEMENT

City of Villa Grove
Accounting/Admin Assistant to City Administrator
Supervisor: City Administrator

This Employment Agreement, hereinafter referred to as “Agreement,” is made as of the effective date of this Agreement as July 1, 2023, between the CITY OF VILLA GROVE, hereinafter referred to as “Employer” or “City,” and JESSICA RAE ENDRES, hereinafter referred to as “Employee” or “Assistant.”

RECITALS:

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

WHEREAS, the City has created the position of Accounting/Admin Assistant to the City Administrator; and

WHEREAS, Jessica Endres continues to serve as Accounting/Admin Assistant to the 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:

Section I. Type of Employment

This agreement is made for an administrative full-time, non-union position.

Section II. Position

Employer hires Employee as the Accounting/Admin Assistant to the City Administrator for the City of Villa Grove, Illinois, and Employee agrees to the hiring and employment. Subject to the supervision of the City Administrator, Employee will be responsible for completing the

duties contained in Exhibit A to this Agreement which may be modified by the City from time to time.

Section III. Employment

The terms and conditions of the relationship between the City and the Employee 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. Assistant Covenants

The Assistant agrees to carry out and perform the duties required of this position to the best of her skill, ability, education and experience. Assistant agrees to execute the position faithfully and in compliance with any of the City's instructions, written and/or oral, announced by the City. Assistant 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 Assistant agrees and understands that she will abide by the City's rules, regulations and practices and that she will set an example for other department and employees of the City to do the same. The Employee agrees to devote full-time efforts, as the Assistant, to all duties and obligations described in Exhibit A.

The Assistant further 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.

Section V. Compensation

For the services performed by the Assistant under the terms of this Agreement, the employee shall receive an hourly rate of \$21.81. This salary shall be subject to normal state and federal tax deductions. Payments will be made on Friday of every other week (with the City's regular employee payroll runs). As a full-time employee, hours beyond the "regular" agreed-upon schedule may be required to accomplish the duties assigned by the City Administrator, however the City shall make every attempt to provide adequate notice to the Assistant.

Assistant will receive an automatic increase in pay of 3% at the beginning of the following fiscal year (May 1) and each year thereafter for the term of this contract. At a "tier" anniversary of five or ten years of service, employee will receive an additional flat \$1.00 per hour increase effective on the first day after the pay period in which December 6 falls.

For the purposes of determining overtime pay, "hours worked" shall include all hours actually worked and authorized vacation time. Hours worked shall not include sick leave, bereavement leave, jury duty leave or any unpaid leave granted.

In addition, the City may reimburse the Assistant for any expenses arising directly out of the employment, so long as the expenses were appropriate with receipts provided to the City including the following:

- A) Travel expenses;
- B) Meals, excluding alcoholic beverages;
- C) Professional duties and expenses, upon approval of the City Administrator;
- D) Reimbursement for job-related use of personal cell phone;
- E) Costs of job-related training, upon approval of the City Administrator (including agreed upon coursework if successfully completed with a grade of "C" or better)

The City reserves the right to change the expense reimbursement policy outlined in the preceding paragraph as long as notice is given prior to any expense being undertaken by Employee.

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

Section VI. Schedule and Location

The Assistant shall be expected to work 40 hours per week, on a set schedule, as necessary to complete the required duties of the position. Duties will be rendered in the City's Administrative Office at 120 North Main Street and 612 East Harrison Street, 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. The work day shall include a thirty (30) minute paid meal period and two (2) fifteen-minute break periods. Schedule change requests shall be submitted to the City Administrator at least four weeks prior to anticipated change date, although implementation of such may be done sooner at the City's discretion.

Section VII. Vacations

The Assistant is entitled to vacation time which shall accrue at the rate of 3.08 hours per biweekly payroll. Vacation may be taken at a time mutually convenient to Employee and Employer and must be approved by the City Administrator. Requests for the use of vacation time shall be submitted to the City Administrator at least seven calendar days in advance of the requested beginning date. Accrual rate for vacation shall increase at the amount equal to other employees as noted in the City's Personnel Policy (Chapter 37 of the Municipal Code).

In December of each year, the City Administrator and Assistant shall together set a vacation schedule for the department so times when both are vacationing at the same time is avoided or kept to an absolute minimum.

Section VIII. Sick and Holiday Leaves

The Assistant shall accrue sick time at the rate of 3.7 hours per biweekly payroll. Call-ins should be made by text or call to the City Administrator's cell phone with as much notice as possible, but no later than one hour after assigned start time.

Sick leave may only be used for illness of the Employee or for the illness of the following family members:

- A. Spouse;
- B. Children (natural, step, adopted or fostered) who reside with the employee;
- C. Parents or parents of employee's spouse who reside with the employee.

If the duration of absence extends longer than one (1) day, Employee must notify the City Administrator daily. Employee may be required, after two (2) consecutive days absent to furnish a certificate from a licensed physician supporting the sick leave claim. If Employee has three events of sick leave usage in a three-month period, she may be required to furnish a certificate from a physician to support the sick leave claim or for any further sick leave usage. In addition, Employee may be required to be examined by a physician designated by the City at the expense of the City. Sick leave may only be used in increments of one-half (0.5) hour. Failure to follow the foregoing procedures or providing false or misleading information may result in the absence being considered an unexcused absence for which no pay will be received and may result in disciplinary action.

Assistant will also receive City-wide holidays off as shown:

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

The Assistant is also provided one floating holiday/personal leave day which may be approved by the City Administrator at any time during the calendar year. Care will be taken that the floating holiday is not used in conflict with another employee. Should any new holidays be recognized by the City Council, it is understood that Assistant shall receive that day off as well.

The Assistant 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 Assistant with the following benefits:

1. Retirement/pension coverage as a member of the Illinois Municipal Retirement Fund (IMRF), which is mandatory and requires contribution by Employee; and
2. Individual comprehensive medical/health insurance with the City paying 100% of the premium or paying a flat stipend if coverage is not desired; and
3. Dependent comprehensive medical/health insurance (including dental and vision coverage) with City paying 70% of the premium and Employee paying 30% of the premium; and
4. Short-term disability and life insurance coverage, as provided to other full-time employees through the City's group plan; and
5. Eligibility for bereavement leave benefits consistent with Employer's personnel policies; and
6. A uniform allowance of \$400.00 per year for use on clothing consistent with Assistant's job description.

Section X. Drug and Alcohol Policy

The City is committed to providing a productive, safe and healthy environment. The use of illegal drugs, abuse and misuse of alcohol, prescription drugs and lawful products (such as cannabis), adversely affects those objectives. Whenever Assistant is working, is operating any City vehicle or is present on City maintenance premises he is prohibited from:

1. Possessing or consuming alcohol.
2. Possessing or consuming cannabis.
3. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of illegal drug paraphernalia).
4. Being under the influence of alcohol, cannabis, any drug not used as prescribed or any illegal drug.

Violation of the above policy will result in immediate suspension and discipline up to and including termination. The City has the sole discretion to decide when and under what circumstances an employee is fit for work. Testing on the basis of reasonable suspicion may include, but is not limited to: (1) observation of an employee acting or appearing in a manner which suggests drug or alcohol abuse, such as, behavior, appearance, judgment, coordination, job performance and/or conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, the smell of alcohol on the employee's breath; (2) instances where the City observes or receives credible information that the employee is using or has symptoms of drug and/or alcohol use; and/or (3) other facts which support

a reasonable belief that the employee is using or has symptoms of drugs and/or alcohol in violation of this policy.

In reasonable cause instances, the City shall require the Assistant to be escorted directly to and from the collection site for drug and/or alcohol testing. Refusal to consent to testing will be considered insubordination and grounds for termination of employment. All alcohol breath testing performed under this program shall be performed to determine blood alcohol content only. If testing shows that Assistant has a blood alcohol content of at least .04%, he shall be deemed to have tested positive for being under the influence of alcohol and such a result, in violation of the above drug and alcohol policy will result in disciplinary action up to and including immediate termination.

Section XI. Term and Termination

The relationship between the City and the Assistant shall be considered at-will. The term of this Agreement will be for a period of TWO (2) years, commencing on the execution date of this Agreement, and shall continue in force and effect until terminated by either party as outlined below.

The parties agree to negotiate in good faith regarding terms for an extension commencing on August 1, 2026.

The City does not need cause to terminate Assistant's employment, but payment of three months of the current term's compensation as severance and any vacation accrual shall be payable immediately upon termination. However, if such termination is due to the Assistant's violation of this Agreement, any City policy, or conviction of an offense that would render her work ineffectual in a municipal government setting, the additional severance is void and only unused vacation time will be paid.

The Assistant may terminate the Agreement at any time. However, should the Assistant provide less than a 30-day notice of her intent to terminate this Agreement, a notation will be made in the Assistant's personnel file that she violated the terms of her employment by termination of the agreement 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 Assistant chooses to provide notice of termination of this agreement, the City may either allow the Assistant to continue working for the noticed-time or order the payment for the remainder of the noticed-time and require that the Assistant vacate her work area immediately. The decision about continuing to work during this period shall be made by the City Administrator.

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
P.O. Box 108
612 East Harrison Street
Villa Grove, Illinois 61956

Employee:

Jessica R. Endres
424 East County Road 1250 North
Tuscola, Illinois 61953

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

Section XII. Performance Reviews

Annual performance reviews will be conducted by the City Administrator and may be shared with the City Council. However, the failure to conduct a performance review or a timely performance review of the Assistant does not constitute a breach of this Agreement.

Section XIII. Property

If Assistant has obtained any property belonging to the City and in the course of the employment relationship, Assistant 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, parts and equipment.

Section XIV. Confidentiality

Assistant hereby agrees not to release or otherwise disclose any Confidential Information, as herein defined. The Assistant 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 Assistant agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Assistant has obtained or which was disclosed by the City as a result of her employment. The Assistant agrees that if there is any question as to disclosure, then the Assistant 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 Assistant shall take all reasonable steps necessary to retrieve such lost or improperly disclosed Confidential Information. If the Assistant received any Confidential Information, as herein defined, Assistant 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 available to the City.

Confidential Information shall not mean any information that:

(a) Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Assistant;

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

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

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

(e) Is given by the Assistant to an appropriate government official regarding any good faith allegation of criminal conduct.

(f) Is required for Assistant to participate in a proceeding with an appropriate federal, state or local government agency.

(g) Pertains to making truthful statements or disclosures as required by law, regulation, or legal process.

(h) Pertains to requesting or receiving confidential legal advice.

Section XV. 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 Assistant may not assign any of her rights or obligations under this Agreement.

Section XVI. 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 XVII. Advice of Counsel

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

Section XVIII. Entire Agreement (Exclusive Terms)

This written agreement constitutes the entire Employment 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 XIX. Severability

If any provision or term of this Agreement is held to 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 XX. No Waiver or Modification

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

Section XXI. Amendment

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

Section XXII. Counterparts

This Agreement may be executed in counterparts. Each counterpart, when so executed and delivered, shall be deemed an original and all of which, when taken together shall constitute one and the same original instrument.

Section XXIII. 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 Cassandra A. Eversole-Gunter, Mayor, on behalf of the City of Villa Grove, and by Jessica Rae Endres in an individual capacity.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date(s) listed below.

CASSANDRA A. EVERSOLE-GUNTER
Mayor

JESSICA RAE ENDRES

Date: _____

Date: _____

EMPLOYER

EMPLOYEE

EXHIBIT A

City of Villa Grove

Job Title: Accounting/Admin Assistant

Nature of work:

The Accounting & Administrative Assistant shall perform a variety of tasks. Accounting Clerk responsibilities include keeping financial records updated, preparing reports and assisting with the reconciliation of financial reports in Sage 300 Premium. The administrative aspect of the position requires organizational skills and attention to detail for a variety of skills and tasks in support to the City Administrator.

General Duties and Responsibilities:

- Customer service in person and via telephone with occasional acceptance of payments.
- Routine input of financial transactions in database and reconciling of accounts in a timely manner.
- Research and track accounting or documentation problems and discrepancies as needed, for negotiating correction with a vendor and/or the preparation of general ledger journal entries.
- Retrieval of documentation in various forms in preparation of the annual audit.
- Accounts Receivables and Payables including vendor file maintenance.
- Payroll preparation including employee payments, related reports and tax calculations (federal and state).
- Monthly, quarterly and year-end payroll reports such as preparation of 941s, W2s and 1099 forms.
- Assist City Administrator in preparation and handling of human resource items including hiring and termination processes, management of fringe benefits and maintenance of related confidential records.
- Assist City Administrator in scheduling, compiling data and documents for various grants and external agency reports.
- Assist City Administrator with communications to attorneys, engineers and auditors regarding City projects or employees.
- Act as the designated administrator's representative in her absence.

Requirements of Work:

- Ability to follow moderately complex directions and work occasionally without supervision.
- Accuracy and attention to detail.
- Must be bondable (for handling of cash).

City of Villa Grove

Job Title: Accounting/Admin Assistant

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- Ability to perform filing and record keeping tasks, including scanning and electronic organization of records.
- Data entry and word processing skills.
- Proven accounting experience, preferably as an Accounts receivable clerk or Accounts payable clerk
- Ability to be well organized.
- Ability and willingness to undertake projects with enthusiasm.
- Must adhere to required dress code.

Desired Minimum Qualifications:

- High School Diploma or equivalent; Associate degree or relevant certification is a plus
- Valid driver's license
- Familiarity with bookkeeping and basic accounting procedures; knowledge of government standards (GASB) or accrual accounting is preferred
- Competency in MS Office, databases and accounting software
- Hands-on experience with spreadsheets and financial reports
- Knowledge/experience with WordPress software would be helpful but not required

Functional Requirements:

- General availability/on-call for emergencies as needed (when Administrator is on leave).