

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC11

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

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

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC11

November 12, 2024

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THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF CPS PROGRAMS COORDINATOR**

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 Administrator and Mr. Kyle A. Miller 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. Miller 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. Kyle Alexander Miller and hereby

authorizes the Mayor to execute an employment agreement between the City of Villa Grove and Mr. Miller 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 twelfth day of November, 2024, by a roll call vote as follows:

Blaney, Thelma I. yea

Johnson, Derek S. absent

Cheely, Kerry S. absent

Nieto, Gilbert III yea

Eversole-Gunter, Cassandra A. _____

Pangburn, Matthew M. yea

Hooker, Anthony L. yea

APPROVED:

Cassandra A. Eversole-Gunter

CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

Michelle L. Osborne

MICHELLE L. OSBORNE
City Clerk

SEAL



EMPLOYMENT AGREEMENT

City of Villa Gove
CPS Programs Coordinator
Supervisor: Director of Community Programs and Services

This Employment Agreement, hereinafter referred to as "Agreement," is made as of the effective date of this Agreement, between the **CITY OF VILLA GROVE**, hereinafter referred to as "Employer" or "City," and **KYLE A. MILLER**, hereinafter referred to as "Employee" or "Coordinator."

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;

WHEREAS, the City has created the position of Programs Coordinator within the Community Programs and Services (CPS) Department; and

WHEREAS, Kyle Miller has been selected to serve as the CPS Programs Coordinator 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

Employer hires Employee as the Programs Coordinator of the CPS Department for the City of Villa Grove, Illinois, and Employee agrees to the hiring and employment. Subject to the supervision of the Director of CPS, 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. Covenants

The Coordinator agrees to carry out and perform the duties required of this position to the best of his skill, ability, education and experience. Coordinator agrees to execute the position faithfully and in compliance with any of the City's instructions, written and/or oral, announced by the City. Coordinator 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 Coordinator 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 Coordinator, to all duties and obligations described in Exhibit A.

The Coordinator 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 Coordinator under the terms of this Agreement, the employee shall receive an annual salary of \$48,000.00. This salary shall be subject to normal state and federal tax 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.

Coordinator will receive an increase in pay to \$50,000.00 at the successful completion of 6-months' employment, approximately on April 11, 2025. Thereafter, the Coordinator 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. In addition, from time to time the City may consider increasing wages based on the job performance of the Coordinator. Also from time to time, the City may award a bonus to the Coordinator in the form of a one-time payment in addition to the annual salary. However, neither the additional salary increases (above the automatic increase) nor bonuses are required under the terms of this agreement.

Date Change	Increase		Annual Salary	Bi-weekly Pay
	%	\$		
11/12/2024	--	--	\$48,000.00	\$1,846.15
04/11/2025	4.167	\$2,000.00	\$50,000.00	\$1,923.08
05/01/2025	3.0	\$1,500.00	\$51,500.00	\$1,980.77
05/01/2026	3.0	\$1,545.00	\$53,045.50	\$2,040.19
05/01/2027	3.0	\$1,591.35	\$54,636.35	\$2,101.40
05/01/2028	3.0	\$1,639.09	\$56,275.44	\$2,164.44
05/01/2029	3.0	\$1,688.26	\$57,963.70	\$2,229.37

In addition, the City may reimburse the Coordinator 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 use of personal cell phone for City business of \$30.00 per pay period, if used in lieu of a City-provided 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 Coordinator's death during the term of this Agreement, Coordinator's heirs shall be entitled to payment of the period ending with the date of Coordinator's death and any unused vacation time.

Section VI. Schedule and Location

The Coordinator shall be expected to work the number of hours necessary to complete the required duties of the position. Duties will be rendered in the Coordinator's office, at 900 South Sycamore Street at the new Community Rec Center, 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. Employee shall determine the appropriate location for accomplishing his work duties on a daily basis, subject to modification and notice to or approval by the CPS Director.

Section VII. Personal, Vacation and Holiday Leaves

Coordinator is entitled to two weeks' vacation time per year which shall accrue at the rate of 3.08 hours per biweekly payroll. Coordinator may accrue vacation time at the above rate and may retain accrued vacation time to a maximum accrual of 200 hours. Should the Coordinator's vacation balance at any time reach 200 hours, no additional accrual shall be given until the balance is reduced below 200 hours. Vacation shall be taken at a time mutually convenient to Employee and Employer and must be approved by the CPS Director. Requests for the use of vacation time shall be submitted to the CPS Director at least seven calendar days in advance of the requested beginning date.

In light of the Coordinator'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 Coordinator 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 CPS Director regarding his availability. Excessive use of this time may lead to counseling or other disciplinary action.

Coordinator may also receive City-wide holidays off as shown:

New Year's Day	Labor Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Friday after Thanksgiving
Independence Day	Christmas Day

Should a holiday fall on a scheduled program or event which requires the Coordinator's presence, the Coordinator shall be entitled to take the paid holiday on another work day in the current or immediately-following pay period. The Coordinator 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 Coordinator with the following benefits:

1. Retirement/pension coverage as a member of the Illinois Municipal Retirement Fund (IMRF); and
2. Individual and dependent comprehensive medical/health insurance (including dental and vision coverage) with City paying 100% of the premium for the employee's personal coverage and 70% of dependent(s) coverage premium with the Employee paying 30% of the dependent(s) coverage premium [it is understood that unused health insurance benefits shall be compensated at a rate of \$100.00 per pay period]; and

3. Short-term disability and life insurance coverage, as provided to other full-time employees through the City's group plan; and
4. Eligibility for bereavement leave benefits consistent with State law and Employer's personnel policies; and
5. A uniform allowance of \$400.00 per year for use on clothing consistent with Coordinator's job description.

Section IX. 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 Coordinator 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 Coordinator 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 Coordinator 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 X. Term and Termination

The relationship between the City and the Coordinator shall be considered at-will. The term of this Agreement will be for a period of FIVE (5) fiscal years, commencing on the effective date of this Agreement, and shall continue in force and effect until terminated by either party as outlined below.

The City does not need cause to terminate Coordinator’s employment, but payment of six months of the current term’s compensation as severance and any vacation accrual shall be payable immediately upon termination. If the City should terminate employment for political reasons alone, such as a change in Mayor/Council officials, Coordinator shall be entitled to all vacation accrual as well as the following severance schedule:

<u>Contracted employment seniority</u>	<u>Severance pay due</u>
Less than one year	six months’ compensation
One up to three years	nine months’ compensation
Three up to six years	twelve months’ compensation
Over six years	eighteen months’ compensation

However, if such termination is due to the Coordinator’s violation of this Agreement, any City policy, or conviction of an offense that would render his work ineffectual in a municipal government setting, the additional severance is void and only unused vacation time will be paid.

The Coordinator may terminate the Agreement at any time. However, should the Coordinator provide less than a 30-day notice of his intent to terminate this Agreement, a notation will be made in the Coordinator’s personnel file that he

violated the terms of his 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 Coordinator chooses to provide notice of termination of this agreement, the City may either allow the Coordinator to continue working for the noticed-time or order the payment for the remainder of the noticed-time and require that the Coordinator vacate his work area immediately. The decision about continuing to work during this period shall be made by the City Administrator and CPS Director.

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
612 E. Harrison St.
Villa Grove, IL 61956-1120

Coordinator:

Kyle A. Miller
691 County Road 1600 East
Philo, IL 61864

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

Upon the signing of this agreement Coordinator's employment will be deemed probationary for the first six months. During the initial six-month period following the signing of this agreement, the Director will have performance reviews at three months and five and half months.

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

Section XII. Property

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

Section XIII. Confidentiality

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

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

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

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

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

(f) Is required for Coordinator 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 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 Coordinator may not assign any of his rights or obligations 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

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

Section XVII. 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 XVIII. 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 XIX. 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 XX. Amendment

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

Section XXI. 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. Notwithstanding the foregoing, the employment relationship began on November 12, 2024.

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 Cassandra A. Eversole-Gunter, Mayor, on behalf of the City of Villa Grove, and by Kyle A. Miller in an individual capacity.

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

EMPLOYER:

CITY OF VILLA GROVE,
An Illinois Municipal Corporation.

By: _____
CASSANDRA A. EVERSOLE-GUNTER
Mayor

Date: _____

EMPLOYEE:

By: _____
KYLE A. MILLER

Date: _____