

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC08

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

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS FOURTEENTH DAY OF APRIL 2025

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS FIFTEENTH DAY OF APRIL 2025.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC08

April 14, 2025

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THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE
FOR THE POSITION OF CITY ADMINISTRATOR**

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

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

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

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

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

SECTION 1: That the City Council hereby ratifies the employment agreement reached by the City of Villa Grove and Jacqueline Athey, in the form attached hereto as Exhibit A.

SECTION 2: That the Mayor to hereby authorized and directed to execute the employment agreement on behalf of the City. The City Clerk is authorized and directed to attest the signature of the Mayor and affix the Seal of the City on such agreement.

SECTION 3: That the Mayor is hereby granted authority to bind the City of Villa Grove regarding issues which may arise under the employment agreement which do not have an impact on the City's budget.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall be published in pamphlet form pursuant to law.

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PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this fourteenth day of April, A.D., 2025, by a roll call vote as follows:

ELECTED OFFICIAL NAME	AYE	NAY	ABSTAIN	ABSENT
Blaney, Thelma I.	X			
Cheely, Kerry S.	X			
Clark, Wayne R.				X
Hooker, Anthony L.	X			
Johnson, Derek S.	X			
Nieto, Gilbert III	X			
<i>If required, Mayoral vote:</i> Eversole-Gunter, Cassandra A.				

APPROVED:


CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:


MICHELLE L. OSBORNE
City Clerk

SEAL



EXHIBIT A

EMPLOYMENT AGREEMENT

City of Villa Grove
City Administrator
Supervisor: Mayor

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

RECITALS:

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

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

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

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

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 City Administrator for the City of Villa Grove, Illinois, and Employee agrees to the hiring and employment. Subject to the supervision of the Mayor, Administrator will be responsible for completing the duties contained in Attachment 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 Administrator 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. Administrator Covenants

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

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

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

Section V. Compensation

For the services performed by Administrator under the terms of this Agreement, the Employee shall receive an annual salary of \$89,127.31. This compensation will 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. In the event the Administrator's death during the term of this Agreement, Administrator's heirs shall be entitled to payment for the period ending with the date of Administrator's death and any unused leave time.

The Administrator will receive an increase in salary of 3% on each May 1 hereafter from 2025-2029. In addition, from time to time the City may consider increasing wages based on the job performance of the Administrator. Also from time to time, the City may award a bonus to the Administrator in the form of a one-time payment in addition to the annual salary. However, neither additional salary increases nor bonuses are required under the terms of this Agreement.

Date Change	Increase		Annual Salary	Bi-weekly Pay
	%	\$		
03/24/2025	--	--	\$89,127.31	\$3,427.97
05/01/2025	3.0	\$2,673.82	\$91,801.13	\$3,530.81
05/01/2026	3.0	\$2,754.03	\$94,555.16	\$3,636.74
05/01/2027	3.0	\$2,836.65	\$97,391.82	\$3,745.84
05/01/2028	3.0	\$2,921.72	\$100,313.57	\$3,858.21
05/01/2029	3.0	\$3,009.41	\$103,322.98	\$3,973.96

In addition, the City shall reimburse any expenses arising directly out of the employment, so long as the expenses were appropriate and 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 up to a maximum of \$75.00 per month

Section VI. Schedule and Location

The Administrator shall be expected to work the number of hours necessary to complete the required duties of the position. Attendance at City Council and other meetings shall be required consistent with Exhibit A. Typically, Administrator shall work at 612 E. Harrison Street (and in the future any address so designated for her office). From time to time, however, the Administrator may be allowed to work from home so long as she may be contacted during regular hours by members of City staff or the Mayor. The Administrator will also attend continuing education or conferences at various designated locations.

Section VII. Vacation, Sick, Personal, and Holiday Leaves

Administrator is entitled to five (5) weeks of vacation time per year which shall accrue at the rate of 7.69 hours per bi-weekly payroll. The Administrator shall take at least one full week/five consecutive days' leave per year. The maximum accrual of vacation time shall be 200 hours. Any scheduled accrual of additional vacation time above 200 hours shall not be given if the accrual balance is at maximum; therefore, additional vacation hours may be converted to "banked" sick time for extreme emergency use only as authorized by the Mayor or for future retirement service credit per IMRF regulations. Vacation must be taken at a time mutually convenient to the City and Administrator. Notice(s) of the use of such vacation leave shall be submitted to the Mayor seven calendar days in advance of the requested beginning date.

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

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

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

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

Section VIII. Insurance and Other Benefits

The City shall provide Administrator with the following benefits:

- Administrator will receive retirement/pension coverage as a member of the Illinois Municipal Retirement Fund;
- Administrator will receive individual and dependent comprehensive medical/health insurance (including dental and vision coverage) with the City paying 100% of the premium for the employee's personal coverage and 75% of dependent(s) coverage premium with the employee paying 25% of the dependent(s) coverage premium;
- Administrator will receive short-term disability and life insurance coverage (as provided to other full-time employees through the City's group plan);
- Administrator will be eligible for bereavement leave benefits in accordance with other full-time employees;
- Administrator will receive a uniform allowance of \$900.00 per year for use on suits, blouses, jackets, slacks, skirts, and dresses considered to be non-casual business attire.

Section IX. Term and Termination

The relationship between the City and the Administrator shall be considered at-will. The starting date for employment is retroactive to October 1, 2018 as there has been an uninterrupted employment relationship since that time. This Agreement shall continue in full force and effect until terminated by either of the parties as outlined below. The term of this Agreement will be for a period of FIVE (5) years, commencing on the effective date of this Agreement, and shall continue in force and effect until terminated by either party as outlined below.

If the City should terminate employment for political reasons alone, such as a change in Mayor/Council officials, Administrator shall be entitled to all leave 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

The parties agree to negotiate in good faith regarding terms for an extension commencing on August 1, 2029.

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

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

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

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

City:

City of Villa Grove
Attention: Mayor
612 E. Harrison St.
Villa Grove, IL 61956-1120

Administrator:

Jacki Athey
35 Hancock Dr.
Villa Grove, IL 61956

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

Section X. Performance Reviews

It is anticipated that Administrator shall have her performance reviewed annually. However, the failure to conduct a performance review or a timely performance review of Administrator does not constitute a breach of this Agreement.

Section XI. Property

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

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

Section XII. Confidentiality

Administrator hereby agrees not to release or otherwise disclose any Confidential Information, as hereinafter defined. The Administrator agrees that a material term of this Agreement with the City is to keep all Confidential Information absolutely confidential and protect its release from the public when necessary, and internally from other City personnel as needed and determined by the content of such information. The Administrator agrees not to divulge, reveal, report or use, for any purpose, any of the

Confidential Information which the Administrator has obtained or which was disclosed by the City as a result of her employment. The Administrator agrees that if there is any question as to disclosure, then the Administrator shall seek out the senior management of the City or its designated legal representatives prior to making any disclosure of the City's information which may be covered by this Agreement. Any loss or incidental release of Confidential Information shall be disclosed to the City immediately and Administrator shall take all reasonable steps necessary to retrieve such lost or improperly disclosed Confidential Information. If the Administrator received any Confidential Information, as hereinafter defined, Administrator shall maintain the secrecy of such information permanently. Confidential Information shall be defined as any information which is confidential and intellectually valuable to the City. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, patents, trademarks, copyrights, equipment, samples, software drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets that may pertain to personnel, suppliers, and/or finance or any other information which is confidential and commercially valuable to the City.

Confidential Information shall not mean any information which:

- (a) Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Administrator;
- (b) Is already known, through legal means, to the Administrator;
- (c) Is given by the City to third parties, other than Administrator, without any restrictions; or
- (d) Is given by the Administrator to any third party who legally had the confidential information and the right to disclose it.
- (e) Is given by the Administrator to an appropriate government official regarding any good faith allegation of criminal conduct.
- (f) Is required for Administrator 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 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 Administrator may not assign any of her 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

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

Section XVI. 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 XVIII. 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 continue retroactively from October 1, 2018.

Section XXI. Signatories

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

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

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

JACQUALINE "JACKI" ATHEY
Administrator

Date: _____

Date: _____

ATTACHMENT A

City of Villa Grove Job Description

City Administrator

Supervisor: Mayor

Pay Status: Salaried full-time

JOB SUMMARY

The City Administrator (also referred to as "CA") shall be the chief administrative assistant to the Mayor and as such shall be the chief administrative officer of the City. Except as otherwise specified by ordinance or laws of the State of Illinois, the CA shall coordinate, direct, and supervise the operations and personnel of all departments of the City of Villa Grove.

PRIMARY RESPONSIBILITIES

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

The CA shall attend all meetings of the City Council and of all committees of any kind, unless excused by the Mayor. She shall be entitled to notice of all meetings, regular and special.

The CA shall be the purchasing officer for the City and, as such, she shall prescribe rules and regulations for procurement of goods and services by City employees. She

shall have the power to authorize expenditures up to \$2,500.00, subject to issuance of a purchase order and the provisions of City ordinances, state statutes, and current budget ordinance in effect. She shall oversee the procurement of all goods and services in excess of \$20,000.00 as directed by the City Council. Said oversight shall include bid preparation, advertisement and collections, contract completion, and project supervision.

The CA shall be the Budget Officer for the City and, as such, she shall prepare the annual research and documentation needed to prepare the annual legal spending document of the City. She shall coordinate the efforts of various department heads in preparation of the next year's anticipated plan and shall work with them to establish multi-year planning for anticipated expensive or long-term projects. She shall have the power to establish a public hearing for the budget, prior to the passage of the required ordinance.

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

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

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

The CA shall begin to establish a succession development plan to ensure the ongoing stability needed to effectively transition the supervision of City departments

internally while continuing to provide seamless services for the needs of our residents and business community.

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

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

ADDITIONAL/GENERAL NEEDS

Skill Requirements:

1. Communication: Excellent verbal, written, and listening skills. Ability to explain technical requirements. Ability to explain rejection or refusal while remaining tactful and impartial.
2. Interpersonal: Courteous and polite, willing and able to provide assistance, firm but fair thinking and analysis. Ability to build consensus through fact finding and easy-to-understand explanation.
3. Experience: Management/leadership experience necessary. Familiarity with Public Works, Public Safety, and overall departments providing service. Familiarity with local government rules and regulations with respect to state and federal regulations as well.
4. Education: Bachelor's Degree in public or business administrator or related field required, or 10+ years equivalent experience in the public sector with gradually increasing responsibilities and staff supervision.

Technical Requirements:

1. Computer skills: Microsoft Office programs including basic and advanced word processing functions and moderate to difficult spreadsheet experience, internet navigation and html/website understanding, email basics including use of security protocols to preserve all document management as required by state law, other programs including Sage300, Adobe Acrobat, Crystal Reports, GoToMyPC, and advanced knowledge of computer database management is preferred.
2. Memberships: Illinois City/County Management Association (ILCMA) and International City/County Management Association (ICMA) participation for advanced learning is required. Other preferred organizations include the American Association of Municipal Executives (AAME), Illinois Public Employer Labor Relations Association (IPELRA), National Grants Management Association (NGMA) and Society for Human Resource Management (SHRM).
3. Licenses: Valid Driver's License is required.
4. Certifications: Prior certifications from various state associations such as the American Public Works Association (APWA), the Illinois Public Service Institute (IPSI), the Illinois Municipal Treasurer's Association (IMTA), the Illinois Government Finance Officers Association (ILGFOA), the Association of Public Treasurers of the United States and Canada (APTUS&C), the Municipal Clerks of Illinois (MCI), and the International Institute of Municipal Clerks (IIMC) are not required but preferred.
5. Financial Insurance: Administrator must be bondable to handle public funds, per the required questionnaire provided through the City's membership of the Illinois Municipal League Risk Management Association (IMLRMA).