

**VILLAGE OF HOMER GLEN, ILLINOIS
EMPLOYMENT AGREEMENT**

This Agreement for Employment of a Village Manager is entered into this 11 th day of May, 2016 by and between the Village of Homer Glen (hereafter "Village" or "EMPLOYER") and Michael Mertens (hereafter "Village Manager" or "EMPLOYEE").

COMMENCEMENT DATE

This Employment Agreement shall commence on June 1, 2016.

**ARTICLE I
DUTIES AND RESPONSIBILITIES OF EMPLOYEE**

The EMPLOYEE shall have those duties and responsibilities as from time to time set forth in the Village Code of Ordinances, and the job description enacted or established by the Village of Homer Glen relative to the position of the Village Manager as amended from time to time and incorporated by reference herein (Current Job Description attached hereto as Exhibit A), and the laws of the State of Illinois. The Village Manager shall be responsible to the Village President and Village Board of Trustees for proper administration of the business affairs of the Village, the Statutes of the State of Illinois, the ordinances of the Village of Homer Glen, and the resolutions and directives of the Village President and Village Board of Trustees. The EMPLOYEE shall be subject to all provisions set forth in the Personnel Policy Manual for the Village of Homer Glen, as amended from time to time by the Village Board and incorporated herein by reference (current personnel manual attached hereto as Exhibit B) that are not in conflict with this Agreement.

**ARTICLE II
SALARY**

The annual salary of the EMPLOYEE pursuant to this Employment Agreement shall be \$120,000.00 per year. Salary payments shall be made to the EMPLOYEE at the same time periods as are in effect for other employees of the Village of Homer Glen.

A salary increase will be considered after 6 months and annually thereafter. Future annual salary shall be based on above average performance reviews, which take into consideration adherence to goals and objectives established by the Village President and Village Board of Trustees.

**ARTICLE III
HEALTH, DENTAL AND TERM LIFE INSURANCE**

The EMPLOYER agrees to provide health, dental and term life insurance to EMPLOYEE to the same extent as is provided under the Village's plan or plans for its general work force and with the same percent EMPLOYEE contribution for premiums as the other Village employees.

ARTICLE IV
RETIREMENT BENEFITS

The EMPLOYEE shall be covered by the Illinois Municipal Retirement Fund (IMRF), as required by law.

ARTICLE V
PAID TIME OFF (PTO)

The EMPLOYEE shall be entitled to 18 days of paid time off (PTO) per year to be used in accordance with the Village's personnel policies as amended from time to time. EMPLOYEE will schedule his vacation days when it is least disruptive to the Village and will notify the Human Resources Department in advance of his scheduled vacation days.

ARTICLE VI
HOLIDAYS AND FUNERAL LEAVE

The EMPLOYEE shall be entitled to 4 floating holidays per year to be used in accordance with the Village's personnel policies, as amended from time to time. The EMPLOYEE shall receive additional holidays and funeral leave in accordance with the same benefits as in effect for other employees of the Village of Homer Glen.

ARTICLE VII
VEHICLE ALLOWANCE

After the first 6 months of employment, the Village will provide EMPLOYEE a monthly vehicle allowance of \$500.00 in lieu of any other expense reimbursement related to EMPLOYEE's use of his personal vehicle for Village business and in lieu of providing EMPLOYEE with an automobile provided to him by the Village. EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase operation, maintenance, repairs and regular replacement of any automobile he uses for Village business.

ARTICLE VIII
PROFESSIONAL DUES

The EMPLOYER shall be responsible for the payment of the EMPLOYEE'S costs of maintaining membership in professional associations including, but not limited to, the Illinois City/County Management Association, (ILCMA), the International City/County Management Association, (ICMA), and similar professional associations whose membership is beneficial to the Village. The EMPLOYEE may attend annual conferences of ILCMA and ICMA whenever sufficient funds are available and if authorized by the Village President and Village Board of Trustees. In addition, the EMPLOYER shall pay the dues for membership in local civic groups whose membership may benefit the Village.

ARTICLE IX
EXTENT OF SERVICES

Notwithstanding approved participation in community service organizations and organizations related to the municipal governance profession, EMPLOYEE shall devote his entire time and attention to the interest and affairs of the Village of Homer Glen and shall promote the image of the Village of Homer Glen to the community. During the term of his employment, EMPLOYEE shall not engage in any other business activity without prior consent of the Board of Trustees.

ARTICLE X
CELL PHONE AND COMPUTER

The EMPLOYER shall provide the EMPLOYEE with a Village owned cell phone and Village owned lap top computer for business and reasonable personal use. The EMPLOYER will be responsible for the costs for this phone.

ARTICLE XI
APPOINTMENT

The Village hereby employees EMPLOYEE as the Village Administrator of the Village of Homer Glen and EMPLOYEE hereby accepts employment with the Village as its Village Administrator. EMPLOYEE will start with the Village on June 1, 2016. Employee's employment and this Agreement shall continue until May 1, 2019 (and of the current term for the Village President) unless terminated in accordance with this Agreement.

ARTICLE XII
TERMINATION

1. TERMINATION FOR CAUSE:

The Village may terminate VILLAGE ADMINISTRATOR's employment for cause. As used in this Agreement, cause shall include, but is not limited to, any one or more of the following:

- Conviction of a felony under State or Federal law, or conviction of a misdemeanor, or official misconduct defined under State law.
- Violating any ordinance, regulations, order, policy, personnel manual policy, or rule of the Village of Homer Glen, or failing to obey any lawful direction given to him by the Village's Board of Trustees when such violation or failure to obey amounts to insubordination or serious breach of discipline that may reasonably be expected to result in lower morale in the organization or to result in material loss, inconvenience, or injury to the Village or the public.
- Accepting any unlawful gift in violation of the Gift Ban Act.

- Deliberately and improperly using, destroying or damaging Village, public, or employee property.
- Falsifying personnel or other Village records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record or application required in connection with one's employment.
- Providing information to the Board of Trustees that EMPLOYEE knows to be false or misleading.
- Intentionally furnishing false information to the Village.
- Possessing or using firearms or weapons on Village property.
- Stealing Village or employee property.
- Reporting to work while under the influence of alcoholic beverages or illegal drugs and/or controlled substances.
- Death or any disability that prevents EMPLOYEE from performing the essential functions of his job with or without reasonable accommodations. Disability is defined as the Employee's inability to perform Employee's duties for a period of three consecutive months after the exhaustion of any accrued sick leave, if available, and exhaustion of interactive dialogue regarding any reasonable accommodation required by law.
- Failure to return from any leave of absence required or permitted to be given to Village employees.
- Willful breach or habitual neglect of duty, acts of moral turpitude or other conduct in derogation of the rights, duties or public confidence of the Village
- Any other substantial shortcoming which causes EMPLOYEE to fail to faithfully perform the duties of the Village Administrator of the Village of Homer Glen.

Hearing: If termination occurs under this paragraph for cause, VILLAGE ADMINISTRATOR shall have no claim against the Village for wages, health and other benefits or severance pay for the unfulfilled term of this Agreement. Except for termination as a result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor, official misconduct, or death, the Board shall not terminate the employment of EMPLOYEE without first giving him a written statement of the reasons for the termination of his employment and affording him ten (10) days from the date of such Termination notice to either respond in writing, or in person at a closed session of the Board of Trustees to the reasons given for the termination of his employment. EMPLOYEE shall have the right to be represented by counsel at his own cost and expense during the closed session meeting.

2. **TERMINATION WITHOUT CAUSE:**

The Village may terminate EMPLOYEE's employment without cause and without prior notice effective at any time during the term of this Agreement, provided that, in the event of such termination the Village shall pay EMPLOYEE the equivalent of three (3) months' of salary and benefits for which Section X of this Agreement

provides, payable through regular pay periods as if EMPLOYEE was still employed, or in one lump sum, determined by the Village. EMPLOYEE shall have no right of appeal from any such termination. EMPLOYEE's right to receive the three (3) months' of salary and benefits is conditioned upon EMPLOYEE's execution of a severance agreement and complete release of any possible claims against the Village, in such form as the Village shall reasonably require. EMPLOYEE shall not be entitled to receive severance pay if he is terminated for just cause as defined in Section X of this Agreement, if he terminates his employment relationship with the Village, or if this Agreement expires and is not renewed.

ARTICLE XIII RESIGNATION

The parties agree that the EMPLOYEE may terminate this agreement by giving the EMPLOYER a minimum of 30 calendar days' written notice to the Village President prior to the EMPLOYEE'S final day of employment.

ARTICLE XIV DURATION

This Agreement shall be effective upon date of commencement, and run concurrently with the term of the Village President as provided by law. This Agreement may be modified at any time upon approval by both the EMPLOYER and the EMPLOYEE. Termination of this Agreement shall be in accordance with Article XII.

ARTICLE XV PERFORMANCE EVALUATION

A review of the EMPLOYEE'S performance shall be conducted at least once annually by the Village President after input from the Village Board of Trustees according to procedures and criteria determined jointly by the EMPLOYER and the EMPLOYEE. The review shall include an evaluation of the EMPLOYEE'S performance in accomplishing such goals and objectives as the Village President and Village Board of Trustees may establish, from time to time, which shall be generally attainable given the annual operating and capital budgets of the Village and the other resources and time available to the EMPLOYEE. The review process shall provide to the EMPLOYEE an adequate opportunity to discuss the evaluation with the Village Board of Trustees. The failure of the Village President to meet and evaluate EMPLOYEE'S performance shall not constitute a breach of this Agreement.

ARTICLE XVI
OUTSIDE EMPLOYMENT

Outside employment as provided by this Agreement shall be at the EMPLOYEE'S request and with the consent of the Village President with notice to the Board of Trustees. The EMPLOYEE may engage in activities outside Village employment, such as teaching, consulting, and volunteer services, provided that such activities do not impede or interfere with employment responsibilities hereunder and do not result in a conflict of interest.

ARTICLE XVII
INDEMNIFICATION

EMPLOYER shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim or other demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the EMPLOYEE'S duties as Village Manager, provided that such alleged act or omission does not constitute intentional conduct. The EMPLOYER will pay the amount of any settlement or judgment resulting from such a claim against the EMPLOYEE to the extent permitted by law.

The indemnification provided by this Article, notwithstanding any provision to the contrary herein, shall not be construed as a waiver or release by the EMPLOYER of any coverage, payment or benefit otherwise due in respect to any policy of insurance or other source of indemnity owned by or available to the EMPLOYER in respect to acts or omissions of the EMPLOYEE, the EMPLOYER, any of its officers or agents. In addition, the indemnification provided for in the Article shall not constitute a waiver, or affect in any manner, any immunity from suit or liability or limitation in an award of damages otherwise available to the EMPLOYER by virtue of any statute or common law.

ARTICLE XVIII
BONDING

The EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.

ARTICLE XIX
MISCELLANEOUS

1. NOTICES: Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to EMPLOYEE'S residence or the Village's principal office, as the case may be.
2. WAIVER OF BREACH: The Village's waiver of a breach of any provision of this Agreement by EMPLOYEE shall not operate or be construed as a waiver of any

subsequent breach by EMPLOYEE. No waiver shall be valid unless in writing and signed by an authorized officer of the Village, other than EMPLOYEE himself, and approved by a majority of the Board of Trustees.

3. ASSIGNMENT: EMPLOYEE acknowledges that his services are unique and personal. Accordingly, EMPLOYEE may not assign his rights or delegate his duties or obligations under this Agreement. The Village's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Village's successors and assigns.
4. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
5. HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
6. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
7. APPLICABLE LAW: This Agreement shall be subject to and governed by the laws of the State of Illinois, and venue shall be in Will County.
8. INVALID PROVISION: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

Dated this 11 th day of May, 2016.

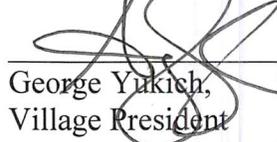
EMPLOYEE



Michael Mertens,
Village Manager

EMPLOYER

Village of Homer Glen



George Yukich,
Village President