

file

RESOLUTION NO. R-21-12

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND
DENISE BURCHARD, FOR EMPLOYMENT AS THE VILLAGE ADMINISTRATOR**

WHEREAS, the Village of Campton Hills, Kane County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village's Board of Trustees ("*Village Board*" or "*Corporate Authorities*") passed an ordinance establishing the position of Village Administrator ("*Administrator*"). The Village Administrator shall "possess such qualifications and perform such duties as may be provided from time to time by the corporate authorities." Campton Hills Village Code Section 1-7A-1; and

WHEREAS, on this 21 day of SEPT., 2021, at the regular meeting of the Village Board, the Administrator was so appointed and confirmed; and

WHEREAS, the Corporate Authorities desire to employ DENISE BURCHARD as the Village Administrator of the Village; and

WHEREAS, DENISE BURCHARD is willing and able to be employed by the Village as Administrator pursuant to the covenants, terms and conditions set forth in the Village Administrator Employment Agreement, attached hereto as Exhibit A; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Village Administrator Employment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board and that the Village President is hereby authorized to execute the Agreement on behalf of the Village.

Section 3. That the officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

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Passed this 21 day of Sept, 2021, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	<u>✓</u>	_____	_____	_____
Trustee Susan George	<u>✓</u>	_____	_____	_____
Trustee Edward Muncie	<u>✓</u>	_____	_____	_____
Trustee James McKelvie	<u>✓</u>	_____	_____	_____
Trustee Michael Millette	<u>✓</u>	_____	_____	_____
Trustee Wendy K. White Eagle	<u>✓</u>	_____	_____	_____
President Michael Tyrrell	_____	_____	_____	_____

APPROVED this 21 day of September, 2021.


Michael Tyrrell, Village President

(SEAL)

ATTEST:


Lynn Baez, Village Clerk

Exhibit A

Village Administrator Employment Agreement

VILLAGE OF CAMPTON HILLS
VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "*Agreement*") made and entered into this 21 day of September, 2021, by and between the VILLAGE OF CAMPTON HILLS, an Illinois municipal corporation (hereinafter referred to as "*PARTY*" or "*VILLAGE*"), and DENISE BURCHARD (hereinafter referred to as "*PARTY*" or "*ADMINISTRATOR*").

SECTION 1. Employment and Duties. The VILLAGE hereby agrees to employ and retain the ADMINISTRATOR as Village Administrator of the VILLAGE, and the ADMINISTRATOR hereby accepts such employment and engagement, as directed by the Village President ("*President*") and Corporate Authorities of the VILLAGE. The ADMINISTRATOR'S services shall be rendered on a full-time basis.

The ADMINISTRATOR shall perform all duties required by law and for the furtherance of the VILLAGE'S interests.

SECTION 2. Term of Employment. The term of employment (hereinafter referred to as "*Term*"), used in this Agreement, shall be that period of time beginning upon October 18, 2021 (the "*Commencement Date*"), and expiring on the date the term of office of the President, elected at the April 2, 2019 consolidated general election, expires (hereinafter referred to as the "*Expiration Date*"), unless the Term has been terminated sooner by one of the methods set forth below.

SECTION 3. Salary and Evaluations.

A. The VILLAGE will pay the ADMINISTRATOR an annual base salary of One Hundred Five Thousand 00/100 Dollars (\$105,000.00), payable in equal installments at the same time and in the same manner as other employees of the VILLAGE are paid, effective upon the first pay period under this Agreement (the "*Salary*"). All salary, benefits, reimbursements and other payments to ADMINISTRATOR under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by law. The ADMINISTRATOR agrees to pay any and all of the ADMINISTRATOR'S share of federal, state and local taxes.

B. After six months following the Commencement Date, the President and Corporate Authorities shall schedule a review of the Administrator's performance. The President and Corporate Authorities may authorize a salary increase of Five Thousand and 00/100 Dollars (\$5,000.00) following said review.

C. Before the end of February of each year of the Term, the President and Corporate Authorities shall schedule a review of the Administrator's performance. The Administrator's salary review shall occur in conjunction with this performance review, and the President and Corporate Authorities may adjust the Administrator's annual compensation based on the performance review as they deem appropriate.

D. The VILLAGE shall pay the premium for the fidelity bond required of the ADMINISTRATOR under VILLAGE ordinance or State law.

SECTION 4. Other Terms and Conditions of Employment.

A. The ADMINISTRATOR will be allowed to vary her working hours in the office as she shall deems appropriate.

B. The VILLAGE shall defend, hold harmless and indemnify the ADMINISTRATOR from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the ADMINISTRATOR'S duties as Village Administrator of the VILLAGE; provided, however, that such indemnification shall not extend to or cover any illegal act or willful or wanton conduct of the ADMINISTRATOR.

C. At the VILLAGES expense, The VILLAGE shall provide the ADMINISTRATOR with a laptop computer and the necessary software to perform her duties.

D. The VILLAGE shall pay to the ADMINISTRATOR a stipend of \$40.00 per month for the use of a cell phone.

E. Except as otherwise provided in this Agreement, the ADMINISTRATOR will comply with the Campton Hills Employee Personnel Policies Manual.

SECTION 5. Holiday and Personal Leave, Paid Time Off, and Sick Leave. The ADMINISTRATOR shall be entitled to receive 10 Paid Time Off (PTO) Days per Year. The ADMINISTRATOR shall be credited with 5 sick days per year. The ADMINISTRATOR shall accrue the foregoing P T O , and receive paid sick and holiday leave, in the same manner as other non-union employees of the Village, pursuant to Section 11.1 of the Campton Hills Personnel Policies Manual.

SECTION 6. Disability, Health, and Life Insurance. The VILLAGE agrees to provide group medical insurance for the ADMINISTRATOR, pursuant to Section 9.4 of the Campton Hills Personnel Policies Manual. The VILLAGE also agrees to provide term life insurance to the ADMINISTRATOR, in the amount of \$70,000.00.

SECTION 7. Memberships. The VILLAGE will budget and pay the professional dues and subscriptions of the ADMINISTRATOR necessary for her participation and membership in the International City Management Association (ICMA), the Illinois City Management Association (ILCMA), 3 CMA, local civic associations, and other associations as requested by the VILLAGE. The ADMINISTRATOR agrees to make periodic reports to the President and Corporate Authorities with respect to each such membership, and when requested by the President and Corporate Authorities. In no event shall the VILLAGE'S obligations hereunder exceed \$1,700.00 annually.

SECTION 8. Professional Development.

A. The VILLAGE will budget and pay the travel and subsistence expenses of the ADMINISTRATOR for professional and official travel and meetings to continue the professional development of the ADMINISTRATOR and to pursue necessary official and other functions for the VILLAGE, including such other national, regional, state, and local governmental groups and committees thereof of which the ADMINISTRATOR or the VILLAGE is a member and as the VILLAGE may designate.

B. The VILLAGE will also budget and pay for the travel and subsistence expenses of the ADMINISTRATOR for courses, institutes, and seminars that are necessary for her

professional development and for the good of the VILLAGE and pursuant to the VILLAGE'S existing reimbursement procedures. In no event shall the VILLAGE'S obligations hereunder in this paragraph exceed \$2,500.00 annually.

SECTION 9. Termination. This Agreement, and the ADMINISTRATOR'S employment may be terminated at any point during the Term or any Renewal Term under the following circumstances:

- A. The death of the ADMINISTRATOR; or
- B. Termination of the ADMINISTRATOR by the President without cause.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the President to terminate the services of the ADMINISTRATOR at any time without hearing, without cause, and with notice, subject only the provisions set forth in this Agreement, the Campton Hills Code and the Campton Hills Personnel Policies Manual; or

- C. Termination of the ADMINISTRATOR by the President with cause.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the President to terminate the services of the ADMINISTRATOR at any time with cause and with notice, subject only the provisions set forth in this Agreement, the Campton Hills Code and the Campton Hills Personnel Policies Manual; or

- D. Resignation by the ADMINISTRATOR. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the ADMINISTRATOR to resign at any time from her position with the VILLAGE, subject only to thirty (30) days' notice to the VILLAGE and subject to the provisions set forth in this Agreement.

SECTION 10. Severance Pay Upon Termination.

A. Upon the death of the ADMINISTRATOR, the named beneficiary designated by the ADMINISTRATOR shall be entitled to the insurance, severance, and accrued benefits set forth in this Agreement.

B. In the event the services of the ADMINISTRATOR are terminated by the President of the VILLAGE with cause, the VILLAGE shall have no obligation to pay the severance sum designated in this Agreement or any other compensation whatsoever. For purposes of this Agreement, "cause" means a finding by the President of any of the following:

- i. the ADMINISTRATOR committed misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the VILLAGE, or any other intentional wrongful acts which involve personal gain to the ADMINISTRATOR; or
- ii. conviction by the ADMINISTRATOR of a felony; or
- iii. the ADMINISTRATOR involvement in any activity or conduct which is likely to bring dishonor or disrepute to the position of Village Administrator or to the VILLAGE, including but not limited to theft, dishonesty, or conviction of a crime involving drug abuse or moral turpitude; or
- iv. the ADMINISTRATOR violates the terms and conditions of the Campton Hills Personnel Policies Manual.

The President shall report the basis of the for-cause termination to the Corporate Authorities in compliance with 65 ILCS 5/3.1-35-10, with a copy of such report being provided to the ADMINISTRATOR. The ADMINISTRATOR shall have the right to present evidence before the

Corporate Authorities to refute the charges set forth in the report at the meeting identified in the report. The Corporate Authorities may by a two-thirds vote of all members authorized by law to be elected disapprove of the for-cause termination, all as set forth in 65 ILCS 5/3.1-35-10, and the ADMINISTRATOR shall be restored to the office of Village Administrator in compliance with 65 ILCS 5/3.1-35-10.

C. In the event the services of the ADMINISTRATOR are terminated by the President without cause, the VILLAGE shall pay the ADMINISTRATOR a lump sum cash payment equal to twelve (12) months' salary as of the time of termination, and the Village shall continue all health and insurance benefits for a period of twelve (12) months (the "Severance"). Notwithstanding the foregoing, if less twelve months remain in the Term and the ADMINISTRATOR is terminated by the President without cause, the VILLAGE shall pay the ADMINISTRATOR a lump sum cash payment equal to the number of months remaining in the Term, and the Village shall continue all health and insurance benefits for the period of months remaining in the Term.

D. In the event the services of the ADMINISTRATOR are terminated by the ADMINISTRATOR, then the VILLAGE shall have no obligation to pay the Severance.

SECTION 11. Property of the VILLAGE. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the VILLAGE are and shall at all times remain the property of the VILLAGE. The ADMINISTRATOR covenants that, upon the expiration or termination of the Term or any Renewal Term, the ADMINISTRATOR shall not retain, and shall return to the VILLAGE, all of

the business plans, financial data or reports, memoranda, correspondence and all other documents pertaining to the current or prospective business of the VILLAGE that is not publicly available

SECTION 12. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of the PARTIES, and their respective heirs, personal and legal representatives, successors and assigns.

SECTION 13. Notice Provisions. Any notice required to be given hereunder shall be deemed given, if in writing and sent by certified or registered mail, return receipt requested, United States postage prepaid, to her last known residence, in the case of the ADMINISTRATOR, and to the President of the VILLAGE at 40W270 LaFox Road, Suite B, Campton Hills, IL 60175, in the case of VILLAGE.

SECTION 14. Confidentiality. The ADMINISTRATOR shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the VILLAGE in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law.

SECTION 15. Entire Agreement. This Agreement, including the attached authorizing ordinance contains the entire agreement and understanding by and between the PARTIES with respect to the employment referred to herein.

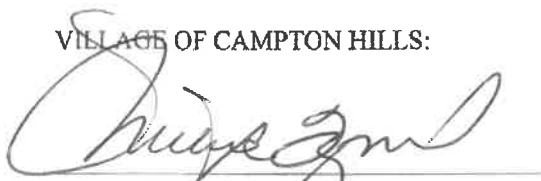
SECTION 16. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The PARTIES agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be proper in the Circuit Court of Kane County, Illinois.

SECTION 17. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both PARTIES subsequent to the expungement or judicial modification of the invalid provision.

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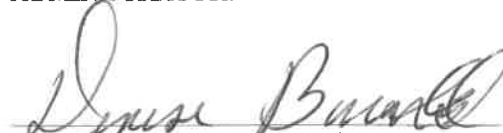
IN WITNESS WHEREOF, the VILLAGE OF CAMPTON HILLS, at a properly convened public meeting and pursuant to authority provided by law, has hereby approved this Agreement by, authorizing the execution of said Agreement by the President with an attestation by the Village Clerk, and that Denise Burchard has voluntarily executed this Agreement and that the Parties hereto have entered their hands and seals the day and year first above written.

VILLAGE OF CAMPTON HILLS:



Michael Tyrrell, Village President

ADMINISTRATOR:



Denise Burchard, Village Administrator

ATTEST:



Lynn Baez, Village Clerk