

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS
AND STEVE MILLAR, FOR EMPLOYMENT AS THE CHIEF OF POLICE

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 Chief of Police. The Chief of Police shall "possess such qualification and perform such duties as may be provided from time to time by the corporate authorities." Campton Hills Village Code Section 6-1-4; and

WHEREAS, on this day of 2 May, 2023, at the regular meeting of the Village Board, the Chief of Police was so appointed and confirmed; and

WHEREAS, the Corporate Authorities desire to employ STEVEN MILLAR as the Chief of Police of the Village; and

WHEREAS, STEVEN MILLAR is willing and able to be employed by the Village as the Chief of Police pursuant to the covenants, terms and conditions set forth in the Chief of Police 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 Chief of Police 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.

Passed this 2 day of May 2023 pursuant to a roll call vote as follows:

| | AYES | NAYES | ABSENT | ABSTAIN |
|----------------------------|----------|-------|--------|---------|
| Trustee Nick Boatner | <u>✓</u> | _____ | _____ | _____ |
| Trustee Janet Burson | <u>✓</u> | _____ | _____ | _____ |
| Trustee Jim McKelvie | <u>✓</u> | _____ | _____ | _____ |
| Trustee Mike Millette | <u>✓</u> | _____ | _____ | _____ |
| Trustee Ed Muncie | <u>✓</u> | _____ | _____ | _____ |
| President Barbara Wojnicki | _____ | _____ | _____ | _____ |

APPROVED this 2 day of May 2023

Barbara Wojnicki
Barbara Wojnicki, Village President

(SEAL)

ATTEST: Tracy Johnson
Tracy Johnson, Village Clerk

**EMPLOYMENT AGREEMENT
BETWEEN THE VILLAGE OF CAMPTON HILLS AND
STEVEN MILLAR AS CHIEF OF POLICE**

This Agreement is made by and between the Village of Campton Hills, an Illinois municipal corporation ("Village") and Steven M. Millar ("Employee") as of this 2 day of May, 2023.

1. **Employment as Chief of Police.** Subject to the terms and provisions of this Agreement, the Village hereby employs Employee as Chief of Police of the Village for a term beginning on May 2, 2023 ("Commencement Date") and ending on April 30, 2027, with such duties and professional responsibilities as are outlined in Exhibit A attached hereto and a part hereof.

2. **Salary, Bonuses and Benefits.**

A. **Salary.** Beginning on the Commencement Date of this Agreement, Employee shall receive a base salary of One hundred seventeen thousand nine hundred sixty seven dollars and 50/100 Dollars (\$117,967.50) per year (the "Base Salary"), payable in installments at the same time as other employees of the Village are paid, subject to payroll procedures to be established by the Village, and subject to and reduced by all applicable withholding and payroll taxes. Employee's Base Salary is based on an average workweek of 80 hours every two weeks.

1. **Merit Increases.** Each year during the month of February, there shall be an evaluation of the performance of Employee for the prior year (the "Performance Evaluation"), in accordance with Section 5 of this Agreement. Employee will be eligible for a merit increase in his Base Salary based on the results of the Performance Evaluation; provided, however, any such merit increase based upon any Performance Evaluation shall not exceed three percent (3%) per year of the then existing Base Salary and will be considered only if the merit increase has been approved by the Board of Trustees (consisting of the Village President and Trustees) as part of the annual compensation plan and budget.

2. **Bonus.** Employee will be eligible for an annual bonus in an amount up to \$5,000.00 based upon meeting or exceeding the goals and objectives as established and determined by the Board of Trustees, and if approved by the Board of Trustees as part of the annual compensation plan and budget.

B. **Health Insurance.** Employee shall be eligible to receive health and dental benefits. The health insurance benefits and Village's cost share of the

premiums shall be on the same terms as other Village police department employees, in accordance with the Village's policy then in effect.

C. **Life Insurance.** The Village shall pay for term life insurance, which will have a death benefit of \$70,000.00 through June 30, 2027. Starting July 1, 2018, the life insurance death benefit will be \$100,000.00.

D. **Cellular Telephone.** Employee shall receive an allowance of Sixty-five and no/100 Dollars (\$65.00) per month as reimbursement for cellular telephone service, which he may elect to secure, provided that if the Village hereafter adopts a plan of providing cellular service to other employees Employee will utilize such service. It is a condition of employment that Employee carries a cellular phone.

E. **Memberships Paid by the Village.** The Village shall pay on behalf of Employee the membership dues in the following organizations while Employee is employed by the Village as long as, in the judgment of the Village President, the General Fund balance is sufficient:

1. International Association of Chiefs of Police;
2. Police Executive Research Forum;
3. Illinois Chiefs of Police; and
4. Kane County Police Chiefs Association.

F. **Attendance at Conferences and Other Meetings.** The Village shall reimburse Employee for his reasonable and proper expenses in attending an annual meeting or convention of (a) either the Police Executive Research Forum or (b) the International Chiefs of Police Association, if provided for in the annual budget.

G. **Uniform Allowance.** The Village shall pay Employee, on a monthly basis, Fifty Dollars (\$50.00) as a uniform expense allowance.

H. **Reimbursement of Business Expenses.** Upon receipt of an itemized accounting of such expenses with acceptable supporting documentation, the Village shall reimburse Employee for all reasonable and necessary out-of-pocket expenses incurred by him in connection with the business of the Village and in performance of his duties under this Agreement, but the amount of reimbursement shall not exceed any amounts which may be budgeted for said purpose.

I. **Police Vehicle.** The Village finds that it is necessary and appropriate that Employee have a Police Vehicle at his home in order that he may properly carry out his responsibilities, if provided for in the annual budget. Accordingly, Employee shall have available to him at all times a Village Police Vehicle to be used for the official business of the Village including for travel to

and from his residence and such Vehicle shall not otherwise be used for personal use. The Village shall be responsible for the maintenance, fuel and insurance for such Vehicle. This benefit will be reevaluated each year during the budgeting process and if the vehicle is reallocated the Village will provide other transportation or a reasonable vehicle allowance.

3. **Managed Time Off, Comp Time, and Holidays.** Employee shall be entitled to the same police department benefits related to managed time off (MTO), comp time, and holiday pay that he was entitled to as of the date of this Agreement. Use, accrual, and carryover of these benefits are subject to department policy as of the date of this Agreement. Employee agrees not to take more than two consecutively calendar weeks of leave without approval of the Village Administrator or Village President.

4. **Retirement Fund.** In addition to other amounts paid to or for the benefit of Employee, the Village shall contribute to the Village of Campton Hills' Police Pension Fund as the employer's contribution is determined. Contributions shall be actuarially determined.

5. **Reporting and Performance Evaluations.** Employee will report to the Village Administrator, and Employee's goals and objectives will be developed by the Village Administrator and presented to the Board of Trustees for its review and approval. Employee's performance evaluation will be conducted by the Village Administrator, and then presented to the Board of Trustees for its review. The annual performance evaluation process shall include, at a minimum, a written evaluation of Employee's job performance during the period being evaluated, a review of Employee's goals and objectives for the next evaluation period, and a determination of whether or not Employee shall receive a merit increase in his Base Salary.

6. **Termination.**

A. **Resignation or Termination Without Cause.** The Village or Employee may terminate this Agreement at any time, without cause, upon two (2) months advance written notice. If Employee is terminated without cause, he shall receive four weeks severance pay.

B. **Termination for Cause.** Termination for Cause means:

1. Termination for the commission of a felony or for the misdemeanor offense of theft or any official misconduct as defined by the Illinois Compiled Statutes (ILCS); or

2. Failure to perform duty satisfactorily.

If the Village notifies Employee that he is being terminated for cause for failure to perform his duties satisfactorily, he shall be given thirty

(30) days to cure the performance defects. If at the end of the thirty (30) day period Employee has not cured said performance defects to the satisfaction of his immediate supervisor, he may be terminated without any severance benefits, effective upon service of notice. Upon receipt of Notice of Termination for cause, Employee may elect to have a hearing before the Corporate Authorities, whose decision shall be final.

C. **Delivery of Materials to the Village.** Upon termination of his employment, Employee agrees to deliver within ten (10) days to the Village all materials and equipment, including letters, notes, memos, copies of computer transmissions, discs and any other materials or information relating to the business of the Village which may be in his possession or under his control and is subject to penalty as outline in the Village Code for the failure to deliver all documents.

The covenants set forth in this Section 6.C shall operate independently of any other provisions in this Agreement, and shall survive the expiration or other termination, amendment or extension of this Agreement.

7. **Intellectual Property Rights/Ownership.** Employee acknowledges and expressly agrees that any and all intellectual property rights (including but not limited to: copyright, patent, and trademark) that may be had in any work created by the Employee during the employment period stemming from or having a substantial nexus to his duties as Chief of Police shall be the sole property of the Village. The Village shall be the sole owner of any such works and may use them for any lawful purpose. The Village acknowledges that it holds no right to any work created by Employee outside the scope of his employment.

8. **Agreements with Prior Employers.** Employee represents that he has no agreement or legal obligation with any prior employer, or any other person, that restricts his ability to accept full-time employment with, or perform his responsibilities for, the Village.

9. **Attorney for Employee.** Employee certifies that he has been informed by the Village, through the terms of this Agreement, that he was advised to review and discuss the terms of this Agreement with an attorney of his choice prior to signing this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior verbal discussions, memoranda or agreements between the parties with respect to the subject matter and no amendment or other modification of this Agreement shall be valid or binding on any party unless in writing and signed by the party against whom enforcement is sought.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and rights and obligations of the parties

under this Agreement shall be binding upon and inure to the benefit of their respective heirs, successors, assigns and legal representatives. The obligations of Employee under and pursuant to this Agreement shall not be assignable. Any controversy or claim relating to this Agreement may be brought in Kane County, Illinois or a Federal Court in the State of Illinois.

12. **Indemnification.** Employee shall be considered an employee of the Village for the purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10) and other applicable federal, state and local laws. The Village agrees to indemnify and defend Employee in the manner required by State law. The Village agrees to pay the full cost of any fidelity or other bond required of Employee, and/or the full cost of legal defense against claims, charges or lawsuits arising from Employee's actions as an agent of the Village.

13. **Notices.** For purposes of this Agreement, notices, demand and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person; by express mail whether public or private; or, three days after deposit with the United States Postal Service. Noticed should be addressed as follows:

| | |
|-----------------|---|
| If to Employee: | Steven M. Millar 2885 Randall Ridge Drive Elgin, IL 60124 |
| If to Village: | Village President 40W270 LaFox Road, Suite B Campton Hills, Illinois 60175 |

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

14. **Miscellaneous.** No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to by a written amendment approved by both parties. No waiver by either party hereto at any time or any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

Executed as of the date set forth above.



Steven M. Millar

VILLAGE OF CAMPTON HILLS

By: Barbara Wojnicki
Village President

Attest:

Tracy Johnson
Village Clerk

the following knowledge, abilities, and skills

ESSENTIAL DUTIES

- Assume duties as the active head of the Police Department, assign personnel for duty and special assignments.
- Maintain charge and custody of all property pertaining to the Department
- Formulate rules, policies and procedures governing the activities of the Department.
- Formulate and prescribe work methods and procedures to be followed by members of the Department and take necessary steps to ensure the provision of police operations.
- Supervise the overall operations of the Department.
- Maintain authority and accountability for all fiscal and financial operations of the Department. Prepare and submit the annual Department budget.
- Assume responsibility for the control of Departmental expenditures and preparation of fiscal reports.
- Evaluate the performance of subordinate personnel.
- Assure Departmental cooperation with Federal, State, and Municipal agencies in matters concerning the Village and Department.
- Provide for fair, equitable, and effective discipline within the Department in a manner consistent with existing laws and ordinance, and Departmental rules and regulations.
- Represent the Department at public and private gatherings in a manner that establishes positive public relations.
- Protect the interests of subordinates in manner consistent with the goals, policies, and rules of the Department.
- Perform and/or direct other duties as may be required including responding to calls for police services, investigating cases, and preparing reports.
- Set the example for other members of the Department by abiding by all Department rules and policies and accepting all responsibilities.
- Prepare and effectively present written and oral informational material relating to the activities of the Police Department.
- Communicate with the media as necessary
- Prepare and disseminate materials (electronic or print) informing the public of activities of the police department (i.e. e-alerts, newsletter articles, press releases, etc.)
- Act as backup during the day shift Monday through Friday and as needed (i.e. accident reports, traffic enforcement, etc.)
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Excellent communication skills, both verbal and written, with the ability to prepare, organize and communicate field data reports.

- Excellent skills in verbal, numerical and abstract reasoning.
- Skill in observation and memory of places, persons, names and incidents.
- Computer proficiency and demonstrated knowledge of computer software applications such as word processing, spreadsheets, and databases required. Must have a working knowledge of general office equipment.
- Ability to occasionally work flexible hours including some nights, early mornings, weekends, and holidays.
- Ability to work independently with minimal supervision and assistance.
- Ability to establish successful working relationships with residents, elected officials, appointed officials, supervisors, contractors, architects, engineers and staff.
- Ability to develop and maintain skill in the use of firearms.
- Ability to analyze situations and to adopt an effective course of action.
- Ability to read and understand laws, ordinances, departmental policies, rules, written and oral instructions.
- Ability to read and write reports.
- Ability to be courteous but firm with the public.
- Ability to react quickly and calmly under emergency conditions.
- Ability to make sound decisions.
- Knowledge of public relations in law enforcement.
- Knowledge of safe automobile operation involving the vehicle code.
- Knowledge of principles of first aid.
- Valid Illinois Driver's License
- Possession of, or the ability to obtain, certification as a police officer by the Illinois Law Enforcement Training and Standards Board

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, or operate objects, tools, or controls; and reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.
- The incumbent must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.
- Incumbent must maintain the necessary mental and emotional capacities required for the successful performance of the duties and responsibilities of the position.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the incumbent occasionally works in outside weather conditions. The incumbent is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.
- The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.
- Perform duties in all weather conditions

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.