

VILLAGE MANAGER EMPLOYMENT AGREEMENT

This Agreement is by and between the Village of Villa Park, DuPage County, Illinois, a municipal corporation, hereinafter referred to as the "Village," and Matthew C. Harline, hereinafter referred to as the "Manager."

WITNESSETH:

WHEREAS, the Village is a managerial form of government, pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*); and

WHEREAS, the Village desires to employ the services of Matthew C. Harline as Manager of the Village of Villa Park, with a start date of June 8, 2022 ("Starting Date"), under the terms and conditions provided for in Article V of Chapter 2 of the Village Code; and

WHEREAS, it is the desire of the Village President and Board of Trustees ("Corporate Authorities") to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, the Manager desires to accept employment as the Manager of the Village; and

WHEREAS, the parties to this Agreement wish to reduce the terms and conditions of the Manager's employment to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

SECTION 1. DUTIES

The Village hereby agrees to employ Matthew C. Harline as Manager of the Village, to perform the functions and duties specified in Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) and Article V of Chapter 2 of the Village Code, and to perform such other legally permissible and proper duties and functions as the Village Board shall, from time to time, assign to the Manager.

SECTION 2. TERM

A. The office of Village Manager is in the nature of an administrative office of the Village, and by law is an appointment for an indefinite term. This Agreement is for a term beginning on June 8, 2022 and ending on May 12, 2025 being the balance of the term of the current

Village President, subject, however, to the limitations, notices, requirements, payments and matters hereinafter set forth in Section 3 and to the laws of the State of Illinois.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village Board to terminate the services of the Manager at any time, subject only to the provisions set forth in Sections 3A or 3B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Village, subject only to the provisions set forth in Section 3C of this Agreement.

SECTION 3. REMOVAL AND SEVERANCE PAY

A. The Corporate Authorities may remove the Village Manager and terminate this Agreement at any time by a majority vote of the Corporate Authorities. The Corporate Authorities shall cause written notice of removal to be served upon the Manager. If removal is based upon reasons other than those provided in Section 3B hereinafter, the Village Manager will be entitled to certain Severance Pay determined upon his length of service, as follows:

- (1) On or before June 8, 2023: If a majority of the Corporate Authorities votes to terminate this Agreement and remove the Manager on or before June 8, 2023, such action to remove the Manager and terminate this Agreement shall be effective upon written notice to the Manager, and the Manager shall continue to receive his regular compensation, including full salary and benefits, for a total of twenty (20) weeks, as severance pay (hereinafter "Severance Pay"), except as provided in Section 3B.
- (2) After June 8, 2023 and on or before May 12, 2025: If a majority of the Corporate Authorities votes to terminate this Agreement and remove the Manager between the dates of June 9, 2023 to May 12, 2025, such action to remove the Manager and terminate this Agreement shall be effective upon written notice to the Manager, and the Manager shall continue to receive his regular compensation, including full salary and benefits, for a total of ten (10) weeks, as severance pay (hereinafter "Severance Pay"), except as provided in Section 3B.

B. In the event the Manager is terminated for cause, as defined in this paragraph below, such termination shall be effective immediately upon written notice to the Manager, and the Village shall have no obligation to pay the Severance Pay, as further described in Section 3A hereinabove, or any other additional compensation, to the Manager. "Cause" as used herein shall mean:

- (i) a breach of any of the provisions of this Agreement by the Manager;
- (ii) a breach of the Manager's duty of loyalty to the Village;
- (iii) any act of dishonesty, fraud, gross incompetence, misconduct or gross misrepresentation, in connection with the Manager's employment activities;
- (iv) the Manager's failure to perform his duties to the Village in all material respects, after written notice thereof from the Village (which notice will specifically identify the area(s) where the Manager has failed to perform his duties and identify action(s) required to be taken by the Manager to rectify such failure), and the Manager's failure to perform continues for a period of ten (10) days after such notice;
- (v) the commission by the Manager of a felony or any crime involving moral turpitude, or any other act which may cause harm to the Village's standing and reputation;
- (vi) malicious or intentional discrimination in hiring, promotion or termination of any employee for reasons of race, color, religious creed, ancestry, age, sex, marital status, national origin, handicapped status or any other reasons prohibited by law;
- (vii) deliberately performing any act which unnecessarily endangers the health or safety of employees or others associated with the activities of the Village government;
- (viii) misappropriation or theft of Village property;
- (ix) abandonment of job or duties for an unreasonably extended period of time without any explanation of his whereabouts or any statement of commitment regarding when he is to return to the performance of those duties; or
- (x) any acts of "misconduct," as defined in the Government Severance Pay Act (5 ILCS 415/1 *et seq.*).

C. In the event the Manager voluntarily resigns his position with the Village at any time during the term of this Agreement, then the Manager shall provide the Village thirty (30) days written notice in advance, unless the parties otherwise agree. The Village shall have no obligation to pay the Severance Pay set forth in Section 3A, hereinabove upon the Manager's voluntary resignation.

D. The Manager expressly acknowledges that he has no entitlement to any severance benefits, other than those described in this Section 3, except that upon the Manager's separation of employment, the Manager will be entitled to payment of all accrued but unused vacation time.

SECTION 4. SALARY

The Village agrees to pay the Manager for services rendered pursuant to this Agreement at an annual salary to be distributed through the normal payroll system, in the amount of \$170,000.00 per annum, commencing June 8, 2022.

SECTION 5. PERFORMANCE EVALUATION

A. The Corporate Authorities shall review and evaluate the performance of the Manager annually. For the first year of employment, the Manager shall be reviewed two times with a mid-year review to take place in or about January 2023, pursuant to a 360 degree evaluation, and a year-end review to take place in or about June 2023, pursuant to the review of the Corporate Authorities. Thereafter, the Manager shall be reviewed in or about June of each subsequent year, pursuant to a 360 degree evaluation. The review of the Manager shall be in accordance with specific criteria developed by the Corporate Authorities. The results of the review may inform and influence the annual salary of the Manager each year. Further, the Village President shall provide the Manager with a written statement summary of the findings of the review of the Manager and provide an adequate opportunity for the Manager to discuss his review with the Corporate Authorities.

B. The Corporate Authorities and the Manager shall periodically define such goals and performance objectives which they determine necessary for the proper operation of the Village and in the attainment of the Village Board's policy objectives, and shall further establish a relative priority among those various goals and objectives, such goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 6. HOURS OF WORK

The Manager is expected to maintain regular office hours. In addition, the Manager shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (e.g., illness). It is recognized that the Manager must devote time outside the normal office hours to the business of the Village, and to that end, the Manager shall be employed as a salaried, FLSA-exempt employee. The Manager agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours.

SECTION 7. OUTSIDE ACTIVITIES

At no time shall the Manager engage in work directly for another village or other unit of local government, except as an elected official of another unit of local government, nor shall the Manager perform services or consult on other non-Village connected business, without the prior approval of the Village President.

SECTION 8. AUTOMOBILE, CELLULAR TELEPHONE, and LAPTOP

The Manager's duties require the use of an automobile, and accordingly, the Village shall reimburse the Manager for any Village-related travel, outside of his ordinary commute to and from work, in accordance with the then-current Internal Revenue Service approved mileage rate. If a Village-owned vehicle is available, the Manager may use such vehicle for his use during working hours and for business purposes only. In addition, the Village recognizes the need for the Manager to be reachable during such times as the Manager is not in the Village Hall. Accordingly, the Manager shall be provided with a Village-issued cellular telephone and laptop, for his use for the duration of Manager's employment with the Village.

SECTION 9. VACATION, SICK AND OTHER LEAVE

Commencing on the Manager's Starting Date and through April 30, 2023, the Manager shall be provided and may use vacation leave, which shall be earned on the first day of each month at the rate of 1.5 days per month, with the exception of the first month of June 2022, in which case the 1.5 vacation days shall be earned on Employee's Starting Date. On and after May 1, 2023, the Manager shall be entitled to vacation leave pursuant to the Village's Employee Handbook. The Manager shall be allowed to roll over no more than 15 days of vacation leave annually, if necessary. At no time may the Manager's vacation leave bank exceed 30 days, unless unusual or unexpected

circumstances demand otherwise, in which event the Manager must obtain prior Village Board approval. Commencing on the Manager's Starting Date, the Manager shall be entitled to 10 days of sick leave for use through April 30, 2023, and thereafter shall accrue and earn sick leave in accordance with the Village's Employee Handbook. The Manager shall be entitled to floating holidays, personal days and other leave benefits pursuant to the Village's Employee Handbook.

SECTION 10. DISABILITY, HEALTH AND LIFE INSURANCE

A. The Village agrees to provide Disability, Health and Life Insurance benefits equal to those benefits provided to department heads.

B. The Village agrees to provide hospitalization, surgical, dental and comprehensive medical insurance for the Manager and his dependents and to pay the premiums thereon equal to that, which is provided to department heads of the Village.

SECTION 11. RETIREMENT

The Village agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund ("IMRF") for the Manager's participation in said IMRF retirement plan. The Village and the Manager agree that the IMRF and social security shall constitute the Manager's retirement plans. The Village agrees to contribute to the IMRF plan each year on behalf of the Manager the amount required by the IMRF for employer contributions, on a percentage basis commensurate with that of other general employees of the Village participating in the IMRF, and to employer's social security contribution as required by law.

SECTION 12. PROFESSIONAL DEVELOPMENT

A. The Village hereby agrees to budget, on an annual basis, to pay for the travel and subsistence expenses of the Manager for professional and office travel, dues and subscriptions, meetings and occasions adequate to continue the professional development of the Manager, and to adequately pursue necessary official and other functions for the Village, including, but not limited to, the Annual Conference of the International City/County Management Association and the annual meetings of the Illinois City/County Management Association.

B. The Village also agrees to budget and to pay for the travel and subsistence expenses of the Manager for short courses, institutes and seminars that are necessary for his professional development and for the good of the Village.

C. Notwithstanding A and B above, the Village shall not pay or reimburse expenses for attendance at meetings, seminars, conferences or conventions outside the State of Illinois without prior approval of the Village Board.

D. At no time shall the cumulative costs enumerated in this Section 12 exceed \$4,000.00 per fiscal year. However, the Village is amenable to allowing the Manager's attendance at additional meetings, seminars, conferences or conventions that exceed this cost limitation, as long as such attendance is necessary to the professional development of the Manager and the Manager acquires prior approval of the Village Board.

SECTION 13. RESIDENCY, MOVING EXPENSES AND HOUSING ALLOWANCE

The Manager shall be required, as a condition of employment, to reside within the corporate limits of the Village of Villa Park. The Manager agrees to establish permanent residency within the corporate limits of the Village. The Village agrees to provide the Manager with a housing allowance of \$1,000.00 per month, totaling \$12,000.00 annually, commencing at the time the Manager's residence is purchased within the corporate limits of the Village,. The Village acknowledges that the Manager is in the process of relocating his residence to the Village. The Manager agrees to relocate to and to establish permanent residency within the Village, as soon as possible, but no later than six (6) months from the effective date of this Agreement.

Additionally, in an effort to accommodate Manager in relocating his residence, the Village agrees to reimburse Manager for the reasonable and necessary expenses incurred by the Manager associated with the relocation of his residence, subject to the approval of the Village Board and up to a maximum amount of \$8,000.00.

SECTION 14. INDEMNIFICATION

The Village shall defend, save, hold harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Manager's duties as Manager, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 15. BONDING

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

SECTION 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit and custody of the United States Postal Service, postage pre-paid, addressed as follows:

(1) VILLAGE: Village President Nick Cuzzone
Village of Villa Park
20 S. Ardmore
Villa Park, Illinois 60181

(2) MANAGER: Mr. Matthew C. Harline *until*
~~855 Pasquelli Drive-Westmont~~ *July 1st*
~~Westmont, IL 60559~~ *the* *124 E. Jackson St*
Villa Park, IL
60181

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Illinois civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service.

SECTION 17. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective commencing June 8, 2022.
- C. This Agreement shall not be amended, changed or modified in any way unless in writing executed by the Village and Manager.
- D. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- F. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Agreement.


G. Manager acknowledges that he has read and reviewed this Agreement and that he is entitled to the opportunity to confer with counsel in the negotiation of this Agreement. Accordingly, this Agreement shall be construed neither for nor against the Village nor Manager, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

IN WITNESS WHEREOF, the Village of Villa Park has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Village Clerk, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.



Matthew C. Harline
Date: 1 June 2022

VILLAGE OF VILLA PARK, an Illinois
municipal corporation

By: 

Nick Cuzzone, Village President
Date: June 8, 2022

ATTEST:

By: 

Hosanna Korynecky, Village Clerk

