

RESOLUTION NUMBER 14 - 01

RESOLUTION AUTHORIZING THE EXECUTION
OF AN EMPLOYMENT AGREEMENT

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village enter into and authorize the execution of an Employment Agreement with Jamie Bowden as Village Administrator of the Village, which Agreement is attached hereto as an exhibit.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the acceptance of an Employment Agreement with Jamie Bowden as Village Administrator of the Village, a true copy of which is attached hereto as an exhibit.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 4th day of June, 2001, pursuant to a roll call vote as follows:

AYES: Szalla, Zaeske, Arnone, Ruffulo, Bartels, Schock

NAYES: None.

ABSENT: None.

Approved by me this 4th day of June, 2001:

Roger W Ahrens
ROGER AHRENS, President

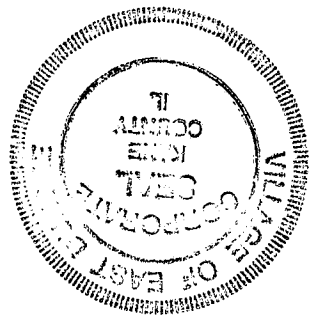
Published in pamphlet form this 6th day of June, 2001, under the authority of the President and Board of Trustees.

ATTEST:

Jane E Theis
JANE THEIS, Village Clerk

Recorded in the Village Records on June 6th, 2001.

D:\WPWIN60\WPDOCS\EASTDUND\RESOLUTION\EMPLOYMN-JAMIE.RES (05-31-2001)



EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 4 day of June, 2001, by and between the **Village of East Dundee**, State of Illinois, a municipal corporation, (hereinafter called "Employer") as party of the first part, and **JAMES F. BOWDEN** (hereinafter called "Employee") as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Village Administrator of East Dundee, as provided by the Municipal Code, Chapter 3; and

WHEREAS, it is the desire of the President and Board of Trustees, (hereinafter called "the Board") to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Village Administrator of said Village.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee, **JAMES F. BOWDEN**, as Village Administrator of said Employer to perform the functions and duties specified in said Municipal Code of the Village and to perform other legally permissible and proper duties and functions as the President shall from time to time assign.

Section 2. Term

Employee agrees to remain in the exclusive employ of Employer beginning on May 1, 2001, or such earlier date as may be agreed to between the parties, and ending on April 30, 2003, and neither to accept other employer nor to become employed by any other employer until said date, unless said date is affected as hereinafter provided.

Section 3. Termination and Severance Pay

A. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the obligation of the Employee to give the Employer 90 days written notice of his intention to terminate his employment. In such event Employee shall not be entitled to any lump sum cash payments as set forth in Paragraph C below.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time from his position with Employer, subject only to the obligation of the Employer to give the Employee 30 days written notice of its intention to terminate his employment.

C. In the event Employee is terminated by the Board before expiration of the aforesaid term of employment for any reason other than the gross negligence of the Employee, and if at such time the Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to his then base pay for a period of six (6) months.

Section 4. Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement without severance pay. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

Section 5. Salary

Employer agrees to pay Employee for his service rendered pursuant to an annual base salary of **\$70,640** effective May 1, 2001, payable in installments each two weeks at the same time as other employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Board may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 6. Hours of Work

Employee agrees to devote his full time and attention to the performance of his/her duties and responsibilities.

Section 7. Outside Activities

Employee shall devote his entire time to the performance and discharge of his/her duties and responsibilities. Teaching, counseling, and other non-Village connected business shall be pursued by Employee only upon the prior written approval of the Village Board.

Section 8. Automobile

The Village and the Employee recognize the Village's desire to have Employee available for Village business in emergencies and at different hours of the day. The Village, therefore, shall provide Employee with the use of a Village owned automobile in accordance with prior Village practice.

Section 9. Vacation, Holidays, Sick Leave, and Leaves of Absence

- A. Employee shall be credited with 15 days of vacation during each calendar year of the term of this Employment Agreement, prorated during any partial year for the number of days of employment. Employee shall further accrue vacation at the rate established by the Village Personnel Policy and Procedures during each year of the term of the Employment Agreement.
- B. Employee shall be entitled to holidays, sick leave, and leaves of absence as provided by the Village Personnel Policy and Procedures.

Section 10. Insurance

Village agrees to provide for Employee group health and dental insurance at the same coverage, rate, and level in accordance with the Village practice for other Village employees.

Section 11. Retirement

Employee shall be entitled to retirement benefits in accordance with the Village Personnel Policies and Procedures.

Section 12. Dues and Subscriptions

The Village hereby agrees to pay for job related professional dues and subscriptions of Employee as provided in the annual budget. Said professional dues and subscriptions are those which are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his/her continued professional growth and advancement, and for the benefit of the Village. This shall expressly include reimbursement of expenses for attending the annual I.C.M.A. national conference and the annual I.L.C.M.A. conference.

Section 13. General Expenses -- Reimbursement

The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature, including a cellular automobile telephone, will be incurred by Employer. The Village agrees to pay for such general expenses as provided for in the annual budget.

Section 14. Indemnification

The Village shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or legal action, whether groundless or otherwise,

arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator. The Village will compromise and settle any such claim or sum 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 Village for Employee under the Municipal Code of East Dundee or any other law.

Section 16. No Reduction of Benefits

The Village shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Village.

Section 17. Notices

Notices pursuant to this Agreement shall be given as follows:

TO THE VILLAGE:

Roger Ahrens
Village President
East Dundee Village Hall
120 Barrington Avenue
East Dundee, IL 60118

TO EMPLOYEE:

James F. Bowden
537 Wendt Avenue
East Dundee, IL 60118

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

Section 18. Other Terms and Conditions of Employment

The Board, in consultation with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other law.

Section 19. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the Village and Employee.
- C. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement shall not be deemed to be a commitment or in any manner an offer until this Agreement has been fully executed (which execution may be in counterpart copies) by all parties hereto.
- E. This Agreement is the entire agreement of the parties hereto covering everything agreed upon or understood between them. There are no oral provisions, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
- F. This Agreement shall be interpreted by the laws of the State of Illinois in all respects, regardless of the fact that any party may later become a resident of another state. The place of performance of this Agreement shall be the State of Illinois.
- G. This Agreement may not be modified, revised, altered, added to, or extended in any manner, or superseded, except by an instrument in writing signed by the parties hereto.
- H. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the Agreement of the parties hereto.

- I. The failure by the party to enforce any provision or provisions of this Agreement shall not be in any way construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement.
- J. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the Village Board of East Dundee 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 Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

EMPLOYER:

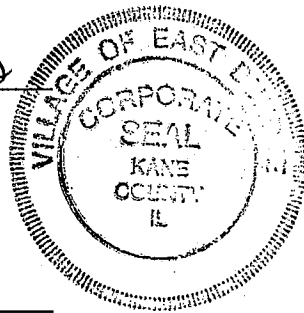
By: Roger W Ahrens
ROGER AHRENS, Village President

EMPLOYEE:

James F Bowden
JAMES F. BOWDEN

ATTEST:

By: Jane E. Theis
JANE THEIS, Village Clerk



APPROVED AS TO FORM:

John E. Regan
JOHN E. REGAN, Village Attorney

D:\WPWIN60\WPDOCS\EASTDUND\AGREEMEN\ED-EMPLY.AGR (JAMIE BOWDEN)
05-23-2001