

Resolution No. 2017-09

**A Resolution of the Village of West Dundee, Kane County, Illinois,
Approving an Employment Agreement
for the Manager of the Village of West Dundee**

WHEREAS, the Village of West Dundee, Kane County, Illinois (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village pursuant to its home-rule powers has the authority to exercise any power and perform any function pertaining to its government and affairs including the power to regulate for the protection of the public health, safety and welfare; and,

WHEREAS, the Village and Joseph A. Cavallaro ("Cavallaro") entered into an employment agreement on December 17, 2012 under which Cavallaro would act as Village Manager and provide services to the Village as an employee; and,

WHEREAS, the Village desires to engage the services of Cavallaro as Village Manager for an additional four years commencing on December 1, 2017;

WHEREAS, the Village believes it to be in the best interests of its citizens to employ Cavallaro as Village Manager, an employee of the Village, pursuant to the terms and conditions set forth in an employment agreement.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1. That the Employment Agreement for the Manager of the Village of West Dundee, attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of the Agreement on behalf of the Village.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.


PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 6th day of November, 2017, pursuant to a roll call vote, as follows:

AYES: Trustee Kembitzky, Price, Hanley, Yuscka and Anderley
NAYS: Trustee Wilbrandt
ABSENT: None



Village President

Attest:



Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

**EMPLOYMENT AGREEMENT FOR
MANAGER OF THE VILLAGE OF WEST DUNDEE**

THIS AGREEMENT, made and entered into this 6th day of November, 2017, by and between the **VILLAGE OF WEST DUNDEE**, an Illinois municipal corporation ("Village") and **JOSEPH A. CAVALLARO** ("Cavallaro").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements of the parties hereinafter contained, Village agrees to employ Cavallaro, and Cavallaro agrees to accept employment, as the West Dundee Village Manager upon the following terms and conditions:

Section 1. Duties and Responsibilities:

Village agrees to employ Cavallaro as Village Manager on a full-time basis to perform the functions and duties specified in Title 1, Chapter 7B of the West Dundee Municipal Code, and to perform such other legally permissible and proper duties and functions as the Village Board shall from time to time designate.

Section 2. Term:

The term of this Agreement shall commence on December 1, 2017 and continue through December 31, 2021.

Section 3. Compensation:

Village shall pay Cavallaro compensation for his services rendered pursuant hereto at an annual base salary of One Hundred Seventy-Eight Thousand Three Hundred Thirty One Dollars(\$178,331) effective January 1, 2018 through December 31, 2021, payable in equal installments each two weeks, at the same time as other employees of the Village are paid.

Commencing with the employment term of January 1, 2018, and annually thereafter, the Village agrees to consider (a) increasing Cavallaro's salary by the amount of the economic adjustment given to other Village employees and (b) a merit adjustment in his salary and/or any other type of compensation as determined by the Board of Trustees. The annual Performance Evaluation described in Section 5 herein shall be one of the factors used by the Village in considering a merit adjustment for the second, third, and fourth years of this Employment Agreement.

The Village further agrees that in addition to the base compensation, it shall pay Cavallaro Five Percent (5%) of his base salary towards deferred compensation. This amount shall be paid directly to the retirement corporation through the bi-weekly payroll system.

Section 4: Termination/Severance Pay:

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Board to terminate the services of Cavallaro at any time, subject only to thirty (30) days' notice in writing of said termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Cavallaro to resign at any time from his position with Village subject to sixty (60) days' written notice in advance to Village for other than retirement, which would require a minimum of one (1) year's notice.

C. In the event that Village terminates this Employment Agreement during the term hereof without cause, Village shall pay to Cavallaro severance pay equal to his then base pay for a period equal to fifty-two (52) weeks. In the event the Village Board opts to terminate this Employment Agreement with cause, Cavallaro shall be entitled only to eight (8) weeks severance pay. "Cause", for the purposes of this Agreement, shall be defined as an indictment alleging commission of a felony, theft of Village of West Dundee property or services or material violation of any State or Village code of ethics. Anything not defined as "with cause" shall be presumed to be "without cause".

Section 5. Performance Evaluation:

The Village President, with the advice and consent of the Village Board and upon input received from said Board, will conduct a goal-setting conference and evaluation with the Village Manager at least once annually. Said reviews and evaluations shall be in accordance with specific criteria developed jointly by the Village and Cavallaro. Said criteria may be modified from time to time at the discretion of the Village Board. The Village President shall provide Cavallaro with a written summary of the findings of the Village Board at each annual review and shall provide Cavallaro with an adequate opportunity to discuss his evaluation with the entire Village Board.

Section 6. Hours of Work:

Cavallaro agrees to devote his full time and attention to the performance of his duties and responsibilities.

Section 7. Outside Activities:

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

Section 8. Automobile:

Village and Cavallaro recognize the Village's desire to have Cavallaro available for Village business in emergencies and at different hours of the day. Village, therefore, shall provide Cavallaro with a monthly car allowance in the amount of Five Hundred Dollars (\$500.00), payable in accordance with prior Village practice.

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

A. Currently, Cavallaro shall be credited with two hundred (200) hours of vacation, plus forty (40) hours of compensation time, during each of the four years of the term of this Employment Agreement. Cavallaro shall further accrue vacation at the rate established by the Village Personnel Policy and Procedures during each year of the four-year term of the Employment Agreement.

B. Cavallaro shall be entitled to holidays, sick leave, and leaves of absence as provided by the Village Personnel Policy and Procedures.

Section 10. Insurance:

Notwithstanding past practices, as of January 1, 2018, the Village shall no longer provide health and dental insurance to Cavallaro and Cavallaro agrees to obtain all health and dental insurance coverage for himself and any dependents, at a rate and level as determined by Cavallaro in his sole discretion.

Section 11. Retirement:

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

Section 12. Dues and Subscriptions:

Village hereby agrees to budget and pay for professional dues and subscriptions of Cavallaro upon delivery of receipts. Said professional dues and subscriptions are those which are necessary for Cavallaro's continuation and full participation in national, regional, state and local

associations and organizations necessary and desirable for his continued professional growth and advancement and for the benefit of the Village.

Section 13. General Expenses - Reimbursement:

Village recognizes that certain expenses of a non-personal and job-affiliated nature, will be incurred by Cavallaro. Village agrees to reimburse and pay for such general expenses upon receipt of duly executed expense reports and receipts.

Section 14. Indemnification:

Village shall defend, save harmless and indemnify Cavallaro against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Cavallaro's duties as Village Manager. Village will compromise and settle any such claim or sum and pay the amount of any settlement or judgment rendered thereon.

Section 15. Bonding:

Village shall bear the full cost of any fidelity or other bonds required of the Village for Cavallaro under the Municipal Code of West Dundee or any other law.

Section 16. No Reduction of Benefits:

Village shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Cavallaro, 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:

1. Village: Christopher Nelson
Village President
102 South Second Street
West Dundee, IL 60118
2. Cavallaro: Joseph A. Cavallaro
618 Oregon Street
West 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. General Provisions:

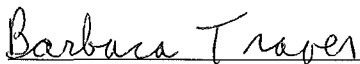
- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the Village and Cavallaro.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of West Dundee has caused this Agreement to be signed and executed in its behalf by its Village President and duly attested by its Village Clerk, and Joseph A. Cavallaro has signed and executed this Agreement in his individual capacity, both in duplicate, on the day and year first written above.



Christopher Nelson, President
Village of West Dundee

ATTEST:



Barbara Traver, Village Clerk



Joseph A. Cavallaro, Village Manager