RESOLUTION NO. 2018- 3833

A RESOLUTION APPROVING THE FIRST AMENDMENT TO VILLAGE MANAGER’S EMPLOYMENT AGREEMENT

WHEREAS, the Village Board, on July 24, 2017, approved the appointment of Ernest Eric Ertmoed as Village Manager; and

WHEREAS, Title 1, Chapter 6, Section 1-6-1 of the Village Code specifics that the Village employ a Village Manager subject to the terms of an employment agreement; and

WHEREAS, on August 2, 2017, the Village Board approved Resolution 2017-3695, approving a Village Manager’s Employment Agreement Between the Village of Lisle and Mr. Ertmoed; and

WHEREAS, on August 6, 2018, the Village Board approved the reappointment of Mr. Ertmoed as Village Manager to a term ending April 30, 2021; and

WHEREAS, the Village Board and Mr. Ertmoed have determined it is mutually beneficial to amend the employment agreement dated August 3, 2017.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois, as follows:

SECTION 1: That the foregoing recital are incorporated herein as if fully set forth.

SECTION 2: That the First Amendment to Village Manager Employment Agreement between the Village of Lisle and Ernest Eric Ertmoed, attached to this resolution as Exhibit 1, is hereby approved.

SECTION 3: That the Mayor is hereby authorized to execute the First Amendment to the Village Manager’s employment agreement on behalf of the Village.

SECTION 4: That the invalidity of any section, part provision, term, or phrase of this resolution shall not affect the validity of the remainder hereof.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.
PASSED AND APPROVED THIS 20th DAY OF AUGUST, 2018.

CHRISTOPHER R. PECK, MAYOR

ATTEST:

Kim Brondyke
KIM BRONDYKE, VILLAGE CLERK
By: Kristine Cullen, Deputy Clerk

VOTES:

AYES: TRUSTEES BOYLE, HASSE, CARBALLO, CAWIEZEL AND DIXIT
NAYS: NONE
ABSENT: TRUSTEE MANDEL
ABSTAIN: NONE
SCHEDULE OF EXHIBITS

EXHIBIT 1 – FIRST AMENDMENT TO THE VILLAGE MANAGER’S EMPLOYMENT AGREEMENT

EXHIBIT 2 - VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND ERNEST ERIC ERTMOED
FIRST AMENDMENT TO VILLAGE MANAGER’S EMPLOYMENT AGREEMENT

WHEREAS, the Village of Lisle, an Illinois municipal corporation (the “Village”), and Ernest Eric Ertmoed (the “Employee”) entered into a written Village Manager Employment Agreement dated August 3, 2017 (the “Employment Agreement”); and

WHEREAS, Section 15.B. of the Employment Agreement provides for amendment to the Agreement in writing signed by both parties and;

WHEREAS, the Village and the Employee desire to amend the Employment Agreement as more fully set forth below:

NOW, THEREFORE, the parties mutually agree as follows:

1. Section 3. Term is hereby amended to provide as follows:

Section 3. Term
The Employee’s terms of the employment (“Term”) shall expire on the last day of the term of the incumbent Mayor (April 30, 2021), unless sooner terminated as otherwise provided for in this Agreement.

2. Section 5. Compensation; Benefits Subsection A. Base Salary and B. Annual Review of Salary are hereby amended to provide as follows:

Section 5. Compensation; Benefits

A. Base Salary. The Village will pay the Employee an annual base salary in the amount of One Hundred Forty-Nine Thousand Three Hundred Fifty Dollars ($149,350), payable in installments in accordance with the Village’s normal payroll practice and retroactive to August 3, 2018.

B. Annual Review of Salary. Without being obligated to make any adjustment in base salary, the Village Board agrees to review the Employee’s base salary each year based on the Employee’s performance and on any general wage adjustment granted to other Village senior department heads. That review may be undertaken in conjunction with a performance evaluation as provide in Section 6 of this Agreement. The Village Board may adjust the Employee’s compensation if the Village Board, in its sole discretion, determines that an adjustment of compensation is appropriate, provided that at no time shall the base salary be less than One Hundred Forty-Nine Thousand Three Hundred Fifty Dollars ($149,350).

3. Expect as specifically amended herein, the remaining provisions of the existing Employment Agreement shall remain in full force and effect.
VILLAGE OF LISLE

By: ____________________________
    Christopher R. Pecak, Mayor

Attest: ____________________________
    Kim Brondyke, Village Clerk
    ____________________________
    Kristine Curran, Deputy Clerk

Dated: August 20th, 2018

Ernest Eric Ertmoed
RESOLUTION NO. 2017-3695

A RESOLUTION APPROVING A VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND ERNEST ERIC ERTMOED

WHEREAS, The Village Board, on July 24, 2017, approved the appointment of Eric Ertmoed as Village Manager; and

WHEREAS, Title 1, Chapter 6, Section 1-6-1 of the Village Code specifies that the Village employ a Village Manager subject to the terms of an employment agreement; and

WHEREAS, the Village Board and Mr. Ertmoed have agreed on terms and conditions included in the employment agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois, as follows:

SECTION 1: That the foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: That the Village Manager Employment Agreement between the Village of Lisle and Ernest Eric Ertmoed, attached to this resolution as Exhibit 1, is hereby approved.

SECTION 3: That the Mayor is hereby authorized to execute the Village Manager employment agreement on behalf of the Village.

SECTION 4: That the invalidity of any section, part provision, term, or phrase of this resolution shall not affect the validity of the remainder hereof.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.
SCHEDULE OF EXHIBITS

EXHIBIT 1 – VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF LISLE AND ERNEST ERIC ERTMOED
PASSED AND APPROVED THIS 2nd DAY OF AUGUST, 2017.

CHRISTOPHER R. PECAK, MAYOR

ATTEST:

Kim Brondyke, Village Clerk

VOTES:

AYES:  TRUSTEES HASSE, CARBALLO, DIXIT AND MAYOR PECAK
NAYS:  NONE
ABSENT: TRUSTEES BOYLE, CAWIEZEL AND MANDEL
ABSTAIN: NONE
VILLAGE MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE VILLAGE OF LISLE
AND ERNEST ERIC ERTMOED

This Village Manager Employment Agreement (the "Agreement") is made and entered into as of ___August 3___, 2017, (the "Effective Date") by and between the Village of Lisle, an Illinois municipal corporation (the "Village"), and Ernest Eric Ertmoed (the "Employee").

IN CONSIDERATION of the mutual covenants and conditions set forth below, and pursuant to the Village’s powers, the Village and the Employee agree as follows:

Section 1. Recitals

A. Title I, Chapter 6, Section 1-6-1(a) of the Village Code specifies that Lisle shall employ a Village Manager subject to the terms of an employment agreement.

B. The Mayor and Village Board of the Village (collectively, the "Village Board") desire to employ the Employee as Village Manager, and the Employee desires to be employed as Village Manager, pursuant to and in accordance with Title I, Chapter 6, Section 1-6-1(a) of the Lisle Village Code (the "Village Code").

Section 2. Employment as Village Manager

A. Employment. The Village hereby agrees to employ the Employee as the Village Manager beginning on the Commencement Date, as defined in Section 3 of this Agreement, and the Employee accepts such employment and agrees to perform the functions and duties set forth in this Agreement and provided in the Village Code, including without limitation those general duties provided in the Village Code, and to perform such other legally permissible and property duties and functions as the Village Board may assign from time to time.

B. Employment is At-Will. Subject to the notice requirement in Section 12 of this Agreement, the Employee is employed at the will of the Village Board, and nothing in this Agreement shall create any property right in his or any other right to the continuation of his employment with the Village. No act of the Village Board, any Village Board member, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Village Board.

Section 3. Term

The Employee's terms of employment ("Term") shall be for a period of one (1) year, commencing on ___08/03/17___ ("Commencement Date") and terminating on ___08/02/18___ unless the employment is terminated earlier pursuant to Section 12 of this Agreement. The Village and the Employee may, but shall have no obligation to, renew the Term for additional one (1) year periods, or for such other period of time as both parties may mutually agree, provide such extensions do not exceed the term of the current Mayor.
Section 4. Sole Employment as Manager

The Employee must work diligently, utilizing his best efforts in the performance of his duties. He must devote his entire business time, attention, and energies to the performance of his duties. He may not actively engage (in contrast to passive engagement) in any income- or profit-generating activities without the prior written consent of the Village Board.

Section 5. Compensation; Benefits

A. Base Salary. The Village will pay the Employee an annual base salary in the amount of One Hundred Forty Five Thousand Dollars ($145,000.00), payable in installments in accordance with the Village’s normal payroll practices and retroactive to the date that the Employee assumed the duties of Acting Village Manager.

B. Annual Review of Salary. Without being obligated to make any adjustment in base salary, the Village Board agrees to review the Employee’s base salary each year based on the Employee’s performance and on any general wage adjustment granted to other Village senior department heads. That review may be undertaken in conjunction with a performance evaluation as provided in Section 6 of this Agreement. The Village Board may adjust the Employee’s compensation if the Village Board, in its sole discretion, determines that an adjustment of compensation is appropriate, provided that at no time shall the base salary be less than One-Hundred Forty Five Thousand Dollars ($145,000.00).

C. Employee Benefit Programs. The Employee is entitled to participate in the employee benefit plans and programs provided by the Village to other Village department heads in accordance with applicable Village personnel rules and policies, including life insurance benefit programs, as those benefits may be changed by the Village Board from time to time, and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision shall be construed or applied to limit, the right or ability of the Village Board to change or eliminate any employee benefit plan or program, so long as any changes to such benefit plans or programs apply to both the Employee and the Village department heads.

D. Insurance. The Employee, spouse and all his dependents, shall continue to receive medical, dental, vision, life, and disability and related insurance benefits as is provided to all Village department heads from time to time.

E. Vacation and Sick Days. The Employee is entitled to vacation and sick leave benefits in the same manner as other department heads in accordance with the Village of Lisle’s personnel rules regarding the accrual, retention, or granting of additional vacation and sick leave benefits for management employees shall apply to the Employee in the same manner as other department heads, unless expressly superseded by this agreement.

F. Taxes. All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the
Village as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the Village of pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this Agreement. The Employee shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements and regulations concerning the transactions, benefits, or payments contemplated in this Agreement.

G. Retirement Plan. The Employee is entitled to participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program. The employee shall receive pension and retirement benefits afforded other employees of the Village in accordance with state law and local ordinance. The Employee shall also be authorized to participate in the deferred compensation plan of the International City/County Manager Association Retirement Corporation (ICMA-RC), or similar plan, pursuant to a resolution to be adopted by the Village, amounting to an annual employer contribution of two percent (2%) of the employee’s base salary on behalf of the Employee to the Employee’s deferred compensation amount. Such payments shall be made on a monthly basis to the Employee’s deferred compensation account commencing in August, 2017 and shall be made while this or subsequent agreements remain in effect between the Employee and the Village.

Section 6. Annual Performance Evaluation

The Mayor and Board shall review and evaluate the performance of the Employee at least once annually in July. Said review and valuation shall be in accordance with specific performance and similar criteria developed jointly by the Village and Employee within 90 days of the Effective Date of this Agreement. The Mayor shall provide the Employee with a written statement of the evaluation’s findings determined by the President and Board and shall provide an adequate opportunity for the Manager to discuss his evaluation with them. Said criteria may be added to or deleted from as the Mayor, Board and Manager may from time to time determine in consultation and agreement with one another.

In addition, the Mayor, Board and Employee shall annually define such goals and performance objectives which they determine necessary for the proper operation of the Village of Lisle, Illinois, and in the attainment of the Mayor and Board’s policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing by the Employee and presented to the Mayor and Board within reasonable time after their establishment. They shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 7. General Business Expenses; Electronic Equipment

A. Professional Associations. The Village agrees to budget for and to pay for professional dues and subscriptions of the Employee in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA) and such other professional dues and subscriptions as the Village Board may deem
reasonably necessary for participation in national, regional, State, and local professional and/or community associations and organizations desirable for the advancement of the best interests of the Village.

B. **Professional and Official Travel.** The Village agrees to budget and pay for travel and subsistence expenses reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the Village, including without limitation annual attendance by the Employee at two ILCMA or other in-state conferences and one ICMA or other national conference, in addition to the IML conference. The Employee shall timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practices and procedures.

C. **General Expenses.** The Village will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of his position. The Employee shall timely submit all receipts and other supporting documentation requested by the Village.

D. **Mobile Device Allowance:** Instead of providing the Employee with a Village-owned mobile device the Village shall provide the Employee a mobile device allowance of Fifty Dollars ($50) per month.

E. **Other Communications Equipment:** The Village has provided the Employee with a laptop computer for the Employee’s continued use in the performance of the duties of his position.

Section 8. **Automobile**

The Employee is required to be on call for twenty-four (24) hours service, so therefore, must have access to a vehicle for Village business and private use. Accordingly, the Village shall provide Employee with a vehicle allowance of $500 a month ($6,000 per year) as soon as Employee procures a personal vehicle, but no later than December 31, 2017. Employee shall be granted exclusive and unrestricted use of said vehicle at all times during his employment period, whether during normal working hours or not, and whether such travel is on Village business or not. Employer shall be responsible for paying liability, property damage, collision and comprehensive insurance for said vehicle in addition to expenses for purchase or lease, operation including fuel, lubricants, fluids and cleanings, maintenance, repair and regular replacement of said vehicle until the Employee procures his personal vehicle. Thereafter, the Employee will be responsible for those items, including maintaining insurance in accordance with the limits established in the personnel policy manual. The Employee agrees that his vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

Section 9. **Confidentiality**

The Employee acknowledges that the Employee has had and will have access to confidential information ("Confidential Information") of, about, and belonging to, the Village. Confidential Information does not include public documents or information that would otherwise
constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee’s term of employment, the Employee will 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 without the prior express written authorization of the Village, but instead the Employee will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

Section 10. 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 will at all times remain the property of the Village.

Section 11. Termination

A. Basis for Termination. Notwithstanding anything in the contrary contained elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of any of the following events: (a) the Employee’s death; (b) the Employee’s “Total Disability” (as defined in this Agreement), provided that such termination shall be in accordance with all applicable laws governing Total Disability; (c) the Employee’s resignation; or (d) termination of the employment of the Employee by the Village Board for any reason, or for no reason, at any time.

B. Notice of Termination. The Village shall provide the Employee with not less than thirty (30) days advance written notice of the Village’s intent to terminate the employment of the Employee pursuant to this Agreement; provided, however, that not less than twenty-four (24) hours advance written notice need be provided by the Village in the event the Village Board determines that the Employee has engaged in “Deleterious Conduct,” which, for purposes of this Agreement, means that the Employee has been convicted of fraud, misappropriation, or embezzlement involving property of the Village, or of a felony offense or other criminal act, or has engaged in intentional, wrongful conduct that causes, or may cause, substantial harm to the Village.

C. Total Disability. For purposes of this Agreement, “Total Disability” means the Employee’s inability, because of illness, injury or other physical or mental incapacity, to perform the Employee’s duties hereunder (as determined by the Village Board) for a continuous period of one hundred twenty (120) consecutive days, or for a total of one hundred twenty (120) days within any three hundred sixty (360) consecutive day period, in which case such Total Disability shall be deemed to have occurred on the last day of such one hundred twenty (120) day or three hundred sixty (360) day period, as applicable.

D. Severance. If the Village terminates the employment of the Employee for any reason other than Deleterious Conduct or for malfeasance, willful breach or habitual neglect of duty, or any other conduct in derogation of the rights and duties of the Village as employer, the Employee shall be entitled to severance pay in an amount equal to six (6) months of his annual base pay until his completion of this 10th year of employment with the Village of Lisle and
thereafter, severance will be one (1) month his annual base salary and benefits for each year of his employment with the Village at the time of such termination ("Severance Pay Benefits"). The Employee shall also be entitled to compensation for all earned and unused sick leave, vacation, and other accrued benefits to date (collectively, "Accrued Benefits"), calculated based on the Employee’s annual base salary at the time of termination. These Accrued Benefits shall terminate at the time of the Employee’s termination. Any payment of Severance Pay Benefits or of Accrued Benefits hereunder, with the exception of those required to be paid by law, is expressly conditioned upon the Employee’s execution of a release of any and all claims the Employee may have against the Village, its employees and the Village Board. Said salary payments shall be made in accordance with the Village’s usual payroll practices over the succeeding months or in a lump sum as determined by the Employee.

E. Resignation. In the event that the Employee desires to voluntarily resign the position of Village Manager, he must provide the Village with not less than sixty (60) days advance written notice, unless the Employee and the Village Board agree otherwise in writing. The Employee shall not be entitled to any Severance Pay Benefits if he voluntarily resigns his employment. However, the Employee shall still be entitled to all Accrued Benefits as of the date of such voluntary resignation.

Section 12. Indemnification

The Village will defend, hold harmless, and indemnify the Employee to the extent, and in the manner required by, Illinois law.

Section 13. Bonding

The Village will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, including without limitation the fidelity bond required pursuant to Sections 1-6-1(b) and Section 1-7-8 of the Village Code.

Section 14. Notices

Notice, pursuant to this Agreement, must be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

If to the Village: Mayor
Village of Lisle
925 Burlington Avenue
Lisle, Illinois 60532

If to the Employee: Ernest Eric Ertmoed [Redacted]

Alternatively, notice required pursuant to this Agreement may be served personally. Notice will be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.
Section 15. General Provisions

A. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Village and the Employee relating to the employment of the Employee by the Village. This Agreement supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to the employment of the Employee by the Village.

B. Amendments. The parties may amend any provision of this Agreement in writing signed by both parties. Any such amendments will be deemed to be a part of this Agreement.

C. Binding Effect. This Agreement is binding on the Village and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provision will be deemed to remain in full force and effect.

E. No Waiver. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice the party's right to demand strict performance or enforcement of any future performance required under this Agreement.

F. COBRA. Nothing in this agreement shall be deemed a waiver of Employee's right under applicable COBRA regulations, as may be amended from time to time.

G. Assignment. This Agreement with respect to the Employee is personal in nature and the Employee will not assign this Agreement or any of the Employee's rights or obligations under this Agreement without the written consent of the Village.

H. Governing Law. The execution, validity, construction, interpretation, performance, and enforcement of this Agreement are governed by the internal laws, but not the conflict of laws rules, of the State of Illinois. Nothing in this Agreement is intended to abrogate the Employee's rights and obligations under Illinois law.

I. Acknowledgements. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

VILLAGE OF LISLE

By: Mayor
Attest:

By: [Signature]

Village Clerk

EMPLOYEE

[Signature]

Ernest Eric Ertmoed

Dated:

[Signature]

August 2, 2017