

I hereby certify that the attached is an original of

Resolution No. 20-07-55

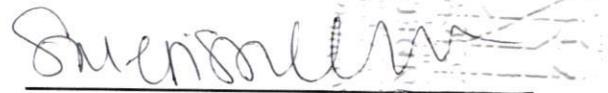
that said Resolution was adopted on **July 13, 2020**;

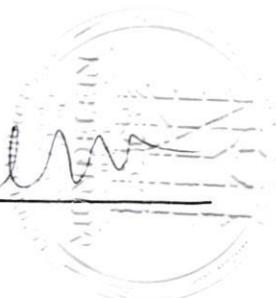
that it was posted in the Village Hall commencing on the

16th day of **July 2020** and for at least 10 days

thereafter. Copies are available for public inspection

upon request in the office of the Village Clerk.


Village Clerk



RESOLUTION NO. 20-07-55

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH ERIC J. GUENTHER**

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the Village of Mundelein to appoint Eric J. Guenther as its Village Administrator and to approve an Employment Agreement with Eric J. Guenther, a copy of which is attached hereto as **EXHIBIT A**.

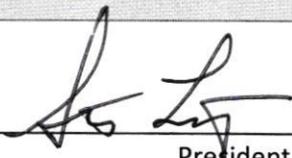
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS as follows:

SECTION I: The Employment Agreement with Eric J. Guenther, a copy of which is attached hereto as **Exhibit A**, is hereby approved.

SECTION II: The Mayor and Village Clerk are hereby authorized to execute the Employment Agreement on behalf of the Village.

PASSED this 13th day of July 2020 by a roll call vote.

| | |
|------------------|--|
| RESULT: | CARRIED [5 TO 1] |
| MOVER: | Ray Semple, Trustee |
| SECONDER: | Dawn Abernathy, Trustee |
| AYES: | Abernathy, Lambert, Russell, Schwenk, Semple |
| NAYS: | Meier |



President

PASSED: July 13, 2020

APPROVED: July 13, 2020

ATTEST: 

Village Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2020 between the VILLAGE OF MUNDELEIN, State of Illinois, a municipal corporation, hereinafter called "EMPLOYER" or "VILLAGE" and Eric Guenther, [REDACTED] hereinafter called "EMPLOYEE", both of whom agree as follows:

WITNESSETH:

WHEREAS, EMPLOYER desires to employ the services of Eric Guenther as VILLAGE ADMINISTRATOR of the Village of Mundelein; and

WHEREAS, EMPLOYEE desires to accept employment as VILLAGE ADMINISTRATOR of the Village of Mundelein, County of Lake and State of Illinois; and

WHEREAS, the EMPLOYEE represents that he is fully qualified and able to perform the duties of the VILLAGE ADMINISTRATOR; and

WHEREAS, the EMPLOYEE acknowledges that he will faithfully, timely and diligently perform the responsibilities of VILLAGE ADMINISTRATOR; and

WHEREAS, the VILLAGE OF MUNDELEIN agrees to employ ERIC GUENTHER under the additional terms and conditions as described herein; and

WHEREAS, the Village Board seeks to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYER; and

WHEREAS, the Village Board seeks to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment, and (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and

WHEREAS, EMPLOYEE desires to accept employment as VILLAGE ADMINISTRATOR of said Village of Mundelein.

WHEREAS, the Village is a home rule municipality as contemplated under Article VII, Section 6, of the constitution of the State of Illinois, and is entering into this Employment Agreement as an exercise of its home rule powers and functions as granted in the Constitution of the State of Illinois.

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

Section I
Agreement

The representations and commitments of the EMPLOYEE as outlined in the preamble are material inducements to the VILLAGE to enter into this Agreement. The VILLAGE OF MUNDELEIN has relied on the EMPLOYEE'S representations in entering into this Agreement. The language of the preamble clauses is expressly incorporated into this Agreement and the terms of this Agreement shall supersede VILLAGE Code Section 2.10.030, relating to removal of VILLAGE Administrator.

Section II
Term of Agreement

- A. This Agreement shall be effective beginning August 3, 2020 and will remain in effect until either the Village Board or the EMPLOYEE terminates. Either the Village Board or the EMPLOYEE may terminate this Agreement at any time for any reason or for no reason at all, it being acknowledged that Employee is an at-will employee of the Village. A party wishing to terminate this Agreement shall provide the other party with at least ninety (90) days written notice of their intent to terminate this Agreement.
- B. The employment offered to EMPLOYEE by the Village shall be the EMPLOYEE'S exclusive employment, and the EMPLOYEE shall devote his full energies and efforts to the performance of his duties. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER while this Agreement is in effect and neither to accept other employment nor to become employed by any other EMPLOYER during the term hereof. Residency within the VILLAGE shall not be required and the EMPLOYEE'S home in Grayslake, Illinois shall be considered within the "area" of the VILLAGE, as referenced in VILLAGE Code Section 2.1 0.1 0.

Section III
Duties

EMPLOYEE shall be responsible for and will perform all those tasks required to manage, direct and supervise the duties assigned to the role of VILLAGE ADMINISTRATOR; including those reference in 2.10.040 of the Municipal Code, Mundelein, Illinois.

Section IV
Hours of Work

The EMPLOYEE acknowledges that his employment is not limited to scheduled or regular hours and that he is an "exempt employee" for purposes of the Fair Labor Standards Act. The EMPLOYEE will, in addition to the day-to-day activities, attend and conduct meetings and perform other functions as directed. The EMPLOYEE also understands that he must be on call at all times.

Section V
Salary

The VILLAGE agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$202,000.00, payable in bi-weekly installments at the same time as other Village employees 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 Village Board may determine that it is desirable to do so on the basis of any initial or annual salary review of said EMPLOYEE made at the time of the performance evaluation specified in Section IX. This Agreement shall be deemed to be automatically amended to reflect any such salary and/or benefit adjustments at the time of said salary/benefit adjustments.

Section VI
Retirement Benefit

EMPLOYEE and the VILLAGE shall participate in the Illinois Municipal Retirement Fund Program. In addition to the EMPLOYEE'S salary, the Village agrees to contribute to an IRS 457 plan on behalf of EMPLOYEE. Because the EMPLOYEE is subject to an IMRF Tier 2 wage cap contribution, the VILLAGE agrees to pay its annual contribution rate for any amount above the wage cap, up to the EMPLOYEE'S annual salary. This amount will be calculated and deposited annually into the 457 plan. The deposit will be made no later than the first full paycheck of the following year that the wage cap is reached. In the event of termination, this amount will be prorated based on any wage differential met at the time of termination.

Section VII
Personnel Rules

Unless otherwise provided herein, the Personnel Rules of the Village, as in effect from time to time, shall apply to the employment of EMPLOYEE.

Section VIII
Termination and Severance Pay

- A. In the event that EMPLOYEE is terminated without cause, as defined below, the EMPLOYEE shall be entitled to severance pay. In that case only, the EMPLOYER agrees to pay the EMPLOYEE six (6) full months of salary and benefits as severance pay. Said salary payments shall be made in the following manner as determined by the VILLAGE (i) six equal monthly payments paid on the first pay period of each month (following termination) as other employees of the Village. or (ii) lump sum payment within 30 days of termination date. The Village shall permit the EMPLOYEE to remain on the Village's health insurance plan for six (6) months with the premium cost to be paid by the Village, except for that portion that is customarily paid by all employees for the type and level of coverage selected by the EMPLOYEE.
- B. In the event that EMPLOYEE is terminated for cause, there shall be no severance pay. "Cause" shall include, but shall not be limited to the following:
- a. The conviction of a crime which substantially affects his ability to continue to serve in the capacity of VILLAGE ADMINISTRATOR or, in the VILLAGE's opinion, brings the VILLAGE into disrepute; or
 - b. Malfeasance, willful breach of the terms of this Agreement, neglect of duty, defalcation, or any other conduct in derogation of the rights of the VILLAGE as the EMPLOYER
- C. In the event EMPLOYEE resigns from his position as VILLAGE ADMINISTRATOR, other than in circumstances wherein his removal is being sought, or is subject to being sought, pursuant to the provisions next above, then he shall not be entitled to any severance compensation. In such event, EMPLOYEE shall be entitled to pay out of sick leave benefits as it applies to the EMPLOYEE in the same manner as other employees who are otherwise retiring. EMPLOYEE will also be entitled to any accrued but unused vacation days.
- D. If EMPLOYEE should become permanently disabled or is otherwise unable to perform his duty because of sickness, accident, injury or mental incapacity for a period of four (4) successive months or ten (10) successive weeks beyond any accrued sick leave, whichever is longer, the VILLAGE shall have the option to terminate this Agreement and the termination shall be subject to the severance compensation requirement of this paragraph.

Section IX
Performance Evaluation

- A. The Mayor, with input from the Village Board, shall review and evaluate the performance of the EMPLOYEE at least once annually, on or near his employment anniversary date. Said review and evaluation shall be in accordance with specific performance and similar criteria developed jointly by EMPLOYER and EMPLOYEE.

Said criteria may be added to or deleted from as the Village Board may from time to time determine, in consultation with the EMPLOYEE.

- B. Annually, the Mayor, with input from the Village Board, and EMPLOYEE shall define such goals and performance objectives which they determine necessary for the proper operation of the Village of Mundelein, and in attainment of the 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 EMPLOYEE and presented to the Board within a reasonable time after their establishment. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section X
Vacation and Sick Leave

The EMPLOYEE shall be credited five (5) weeks vacation per year each year in January and maintain any unused vacation time from his previous position with the VILLAGE. In addition, all of the Village of Mundelein personnel rules regarding the accrual, retention and use of vacation and sick leave benefits for management employees shall apply to the EMPLOYEE in the same manner as other employees of this class, with the exception that the

EMPLOYEE shall have the ability to carry over up to two (2) weeks of vacation into the next calendar year for use by no later than June 30th. In the event the EMPLOYEE does not use the carried over days by June 30 they will be forfeited. Further, notwithstanding any provisions of the Village's personnel policy, the EMPLOYEE shall be entitled to 4 personal days per year.

Section XI
Insurance

The EMPLOYEE shall receive the standard medical and related insurance benefits received by all Village management employees. EMPLOYEE shall be provided family coverage for

Section XV
Other Terms and Conditions of Employment

- A. The Village Board, in consultation with the VILLAGE 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 Village Code and personnel policies or any other law.

- B. All provisions of the Village Code, and regulations and rules of the EMPLOYER relating to retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of the EMPLOYER, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, unless the Village Code's provisions conflict with express provisions of this contract, in which case the provisions of this contract will prevail.

Section XVI
Notices

Notices pursuant to this Agreement shall be deposited in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYEE: Eric Guenther
 ████████████████████
 ██

EMPLOYER: Mayor Steve Lentz
 Village of Mundelein
 300 Plaza Circle
 Mundelein, Illinois 60060

Alternatively, notices required pursuant to this Agreement may be personally served. 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 course of transmission in the United States Postal

health insurance, subject to the terms, premium contributions and co-pays applicable to other employees.

The EMPLOYEE shall receive the same life insurance benefit provided to Department Heads, at one times the annual salary with a maximum of \$175,000, as well as spousal coverage of \$1000.

Section XII
Dues and Subscriptions

EMPLOYER agrees to budget for the professional dues and subscriptions of EMPLOYEE necessary for his continuation of participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, as VILLAGE ADMINISTRATOR and for the good of the EMPLOYER. The total stipend shall be subject to the Village's budget process.

Section XIII
Professional Development

EMPLOYER hereby agrees to budget for and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for EMPLOYER in accordance with the Village Travel Reimbursement Policy.

EMPLOYEE shall secure approval from the Mayor prior to scheduling any extended, (more than one work day) absences from the office.

Section XIV
Automobile Allowance

The EMPLOYEE is required to be on call for twenty-four (24) hours services, so therefore, must have access to a vehicle for Village business and private use. The Village shall pay the EMPLOYEE \$500 per month for an automobile allowance. The VILLAGE also will provide a company issued cell phone at no cost to the EMPLOYEE.

Services. The addresses as recited may be changed by the parties from time to time by sending notice thereof to the other party.

Section XVII
Duty to Perform

In the event EMPLOYEE becomes aware of any facts and circumstances which would render him unable to fully perform his duties he will immediately inform the Mayor in writing. Examples of such conditions include but are not limited to loss or suspension of driving privileges or any event which would present the Village of Mundelein in an unfavorable light.

Section XVIII
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 heirs at law and executors of EMPLOYEE.
- C. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.
- D. On the effective termination of this Agreement the EMPLOYEE will surrender to the Village the possession of his office and any other equipment owned by the Village. The EMPLOYEE will not be entitled to office services from and after such termination date.
- E. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- F. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- G. This Agreement may be executed in one or more counterparts, each of which shall be considered the original, and all of which together shall be considered one and the same instrument.

- H. The failure of the Village to insist on strict compliance of any provision, term or covenant of this Agreement shall not be deemed a waiver or relinquishment.
- I. In the event there is a conflict between the terms of any Village policy, ordinance or other enactment and the terms of this Agreement, the Agreement shall control.
- J. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the Village of Mundelein has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Village Administrator and the EMPLOYEE has signed and executed this Agreement, both in duplicate the day and year first above.

EMPLOYEE:



ERIC GUENTHER

EMPLOYER:



STEVE LENTZ, Mayor
Village of Mundelein

ATTEST:



SOL CABACHUELA, Village Clerk