

Village of
Elwood IL, USA

Employee Time Off Request Form

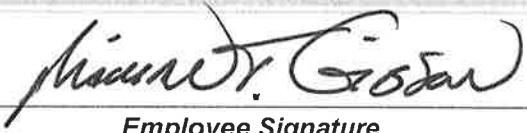
Absence Information

Employee's Name: Marian Gibson
Today's Date: January 20, 2018
Requested Date(s) Off: February 20 – 27 (6 days)
Date of Return to Work: February 28

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:



Employee Signature

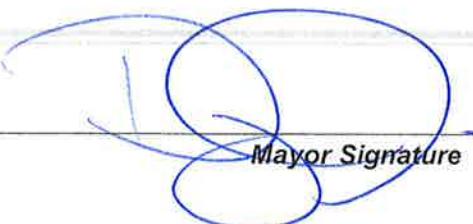


Date

Mayor Approval

Approved
 Rejected

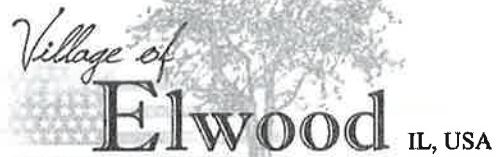
Comments:



Mayor Signature



Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: January 10, 2018
Requested Date(s) Off: January 5 and January 15
Date of Return to Work: January 16

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments: **January 5 Sick 4 hours**
January 15 Personal 8 hours

Employee Signature

January 10, 2018

Date

Mayor Approval

Approved
 Rejected

Comments:

Mayor Signature

1-10-18

Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: November 15, 2017

Requested Date(s) Off: December 8 (S- 8 hrs.) and December 26 – 29 (V-28 hrs)

Date of Return to Work: January 2, 2018

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:


Employee Signature

11-15-17
Date

Mayor Approval

Approved
 Rejected

Comments:


Mayor Signature

11/17/17
Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: 10-10-17
Requested Date(s) Off: 11-3-17
Date of Return to Work: 11-6-17

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments: Bereavement (Mother-in-Law)

10-10-17

Employee Signature

Date

Mayor Approval

Approved
 Rejected

Comments:

Oct 13, 17

Mayor Signature

Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: Sept. 11

Requested Date(s) Off: October 20 pm through October 27 5.5 days

Date of Return to Work: October 30

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

A handwritten signature in black ink, appearing to read "Marian Gibson".

Employee Signature

September 11, 2017

Date

Mayor Approval

Approved

Rejected

Comments:

A handwritten signature in black ink, appearing to read "Julie M. Mihalek".

Mayor Signature

9/20/17

Date

8



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: October 4, 2017
Requested Date(s) Off: October 6 8 hours
Date of Return to Work: October 9

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

[Signature]
Employee Signature

10-4-17
Date

Mayor Approval

Approved
 Rejected

Comments:

[Signature]
Mayor Signature

10/04/17
Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: June 19, 2017
Requested Date(s) Off: June 29 and 30 16 hours
Date of Return to Work: July 3

Type of Absence Requested:

Sick x Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:


Employee Signature

6-19-17

Date

Mayor Approval

Approved
 Rejected

Comments:


Mayor Signature

Date

Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: May 8, 2017

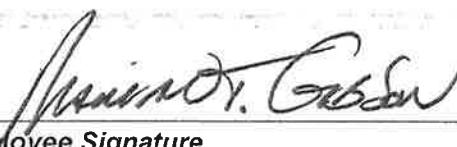
Requested Date(s) Off: May 19 – 25 (5 days)

Date of Return to Work: May 26, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

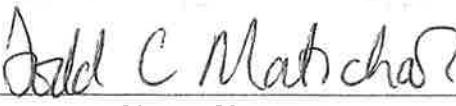

Employee Signature

5-8-17
Date

Mayor Approval

Approved
 Rejected

Comments:


Mayor Signature

5/12/17
Date



file

Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: May 8, 2017

Requested Date(s) Off: May 19 – 25 (5 days)

Date of Return to Work: May 26, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

A handwritten signature in cursive script that appears to read "Marian Gibson".

5-8-17

Employee Signature

Date

Mayor Approval

Approved
 Rejected

Comments:

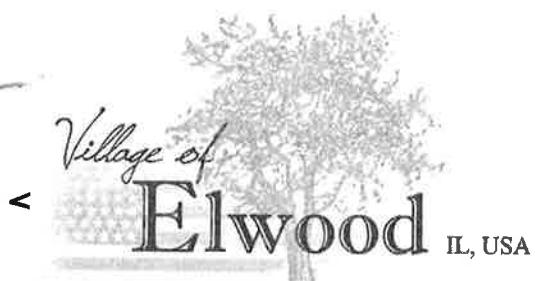
A handwritten signature in cursive script that appears to read "Addie C. Mattoch".

5/12/17

Mayor Signature

Date

15



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: _____

Requested Date(s) Off: April 17 & 18

Date of Return to Work: April 19

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

Marian T. Gibson

Employee Signature

March 27, 2017

Date

Manager Approval

Approved
 Rejected

Comments:

Manager Signature

Date





Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: _____

Requested Date(s) Off: April 14 pm only (4 hours)

Date of Return to Work: April 19

Type of Absence Requested:

<input type="checkbox"/> Sick	<input type="checkbox"/> Vacation	<input checked="" type="checkbox"/> Personal	<input type="checkbox"/> Time Off Without Pay
<input type="checkbox"/> Comp Time	<input type="checkbox"/> Jury Duty	<input type="checkbox"/> Maternity/Paternity	<input type="checkbox"/> Other (please explain)

Comments:

Marian T. Gibson

Employee Signature

April 12, 2017

Date

Manager Approval

Approved
 Rejected

Comments:

Manager Signature

Date

11

Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson

Today's Date: May 8, 2017

Requested Date(s) Off: May 19 – 25 (5 days)

Date of Return to Work: May 26, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:


Employee Signature

5-8-17
Date

Mayor Approval

Approved
 Rejected

Comments:


Mayor Signature

5/10/17
Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: June 28, 2017
Requested Date(s) Off: August 3 and 4, 2017 16 hours
Date of Return to Work: August 7, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:



Employee Signature

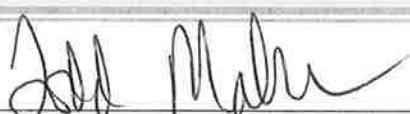
6-28-17

Date

Mayor Approval

Approved
 Rejected

Comments:



Mayor Signature

7/05/17

Date

Village of
Elwood IL, USA

Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: August 16, 2017
Requested Date(s) Off: August 18, 2017 4.5 hours in afternoon
Date of Return to Work: August 21, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments:

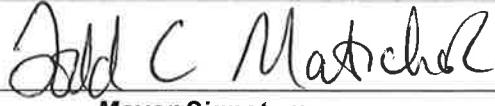

MG
Employee Signature

8-16-17
Date

Mayor Approval

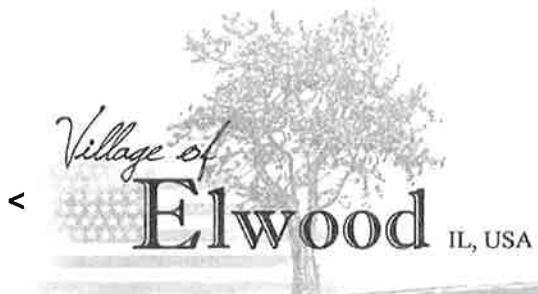
Approved
 Rejected

Comments:


Addie C. Matchler

Mayor Signature

8/16/17
Date



Employee Time Off Request Form

Absence Information

Employee's Name: Marian Gibson
Today's Date: January 9, 2017
Requested Date(s) Off: January 23, 2017
Date of Return to Work: January 24, 2017

Type of Absence Requested:

Sick Vacation Personal Time Off Without Pay
 Comp Time Jury Duty Maternity/Paternity Other (please explain)

Comments: My son and his fiancé will be home from Orlando from Jan. 18 to Jan. 23. I would like to take the 23rd as vacation. I also would like to come in around 2pm on the 18th as I have to pick them up from the airport in the morning. We have a board meeting that night so I will be attending that.

Thanks,

Employee Signature

1-9-17

Date

Manager Approval

Approved

Rejected

Comments:



Manager Signature

1-13-17

Date

**VILLAGE OF ELWOOD
WILL COUNTY, ILLINOIS**

ORDINANCE NO. 957

**AN ORDINANCE AMENDING TITLE III, CHAPTER 35, SECTION 35.05 OF THE CODE OF
ORDINANCES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS**

(Village Administrator)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF ELWOOD**

This 20th day of January, 2010

**AN ORDINANCE AMENDING TITLE III, CHAPTER 35, SECTION 35.05 OF THE CODE OF
ORDINANCES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS**

(Village Administrator)

WHEREAS, the Illinois Municipal Code provides the Village President, by and with the advice and consent of the Board of Trustees, may appoint any officers necessary to carry into effect the powers conferred upon the municipality; and

WHEREAS, the Village has created the position of Village Administrator as an appointed office; and

WHEREAS, the Village Administrator's duties are prescribed by the Village Code; and

WHEREAS, the Board of Trustees determines that it is in the best interest of the Village to modify the Village Administrator's duties.

THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Elwood, Will County, Illinois, as follows:

SECTION ONE: Section 35.05 of the Village Code is amended as follows:

§ 35.05 VILLAGE ADMINISTRATOR.

(A) *Authorization to employ Administrator; appointment.* The Corporate Authorities are hereby authorized to employ a Village Administrator. The Administrator shall be appointed by the President, by and with the advice and consent of the Board of Trustees.

(B) *Chief Administrator.* The Village Administrator, under and subject to the direction of the Corporate Authorities, shall be the Chief Administrator of the village, and shall be responsible to the Corporate Authorities for the proper administration of the affairs of the village.

(C) *Powers and duties of Administrator.* The Village Administrator shall have the following powers and duties:

- (1) Enforce all laws and ordinances of the village;
- (2) Attend all meetings of the Corporate Authorities. The Village Administrator shall have the right to take part in the discussion of all matters coming before the Corporate Authorities, but shall have no right to vote;

- (3) Recommend to the Corporate Authorities such measures as, in his or her judgement, he or she deems to be in the best interest of the village;
- (4) Recommend all prospective village employees for appointment by the Corporate Authorities;
- (5) The Village Administrator shall present to the Corporate Authorities proposed personnel rules and regulations for approval and adoption. In no event shall any proposed rule or regulation be established without the approval and adoption by the Corporate Authorities. These rules and regulations may cover procedures and policies to govern the following phases of the personnel program:
 - (a) The administration of the position classification and pay plans;
 - (b) Procurement, promotion, evaluation, transfer and termination of village personnel;
 - (c) Establishment of hours of work, attendance, leave regulations and working conditions;
 - (d) Rules covering the outside employment, nepotism and political activity of village personnel;
 - (e) Maintenance and use of necessary records and forms; and
 - (f) System of handling all grievances.
- (6) Conduct the collective bargaining process of the village;
- (7) Exercise control of all departments and divisions thereof now in existence or that may hereafter be created by the Corporate Authorities, except as limited or restricted by ordinance;
- (8) Recommend to the Corporate Authorities the creation, consolidation and combination of offices, positions, departments or units of the administrative and executive departments of the village;
- (9) Investigate all complaints in relation to matters concerning the administration of the government of the village and services maintained by the public utilities in the village, and enforce the terms and conditions of all franchises, permits and privileges granted by the village;
- (10) Execute on behalf of the village any contract authorized by the Corporate Authorities, except where the Board of Trustees or state statutes direct that some other officer shall do so. It shall be the duty of the Village Administrator to enforce all terms and conditions of any contract to which the village is a party;
- (11) Maintain a current inventory of all real and personal property of the village, including the location of the property. The Village Administrator shall be

responsible for the care and custody of all village property which is not assigned to some other officer or body for care and control;

- (12) Devote his or her entire time to the discharge of his or her official duties; and
- (13) Perform such other duties as may be required by the Corporate Authorities consistent with state statutes and the ordinances of the village.

(D) *Recommendations for appointment.* In addition to the powers and duties set forth in division (C) above, the Village Administrator shall recommend for appointment by the Corporate Authorities such assistants, department heads, or employees as are necessary to the proper functioning of the village.

(E) *Termination.* The Village Administrator is authorized to terminate assistants, department heads or other employees of the Village, following consultation with the department head immediately affected, if any. Any employee terminated by the Village Administrator shall be entitled to appeal to the Corporate Authorities. Any such appeal shall be governed by the rules established by the Corporate Authorities.

(F) *Matters directed to Administrator's attention.* All offices and departments shall submit all matters requiring action or attention of the Corporate Authorities to the Village Administrator, who shall submit them to the Corporate Authorities with recommendations for action as may be deemed necessary. All departmental or employee requests shall be submitted to the Village Administrator, who shall then convey instruction as to policy and departmental operation.

(G) *Bond.* The Village Administrator shall be bondable in such amount and with such surety as may be approved or required by the Corporate Authorities. The bond shall be conditioned upon the faithful performance of the Village Administrator's duties. The cost of any bond so required shall be paid by the village. The bond of the Village Administrator may be part of a blanket bond.

(H) *Compensation.* The Village Administrator shall receive such compensation as the Corporate Authorities shall, from time to time, establish.

(I) *Acting Administrator.* In the event the position of Village Administrator is vacant for any reason, the Village President shall carry out the duties of the Village Administrator during the period of vacancy or until a successor is appointed. For the purposes of this section, a vacancy can occur by resignation, death, temporary or permanent mental or physical disability rendering the person incapable of performing the duties of his or her office, conviction of a disqualifying crime, abandonment or removal from the position.

SECTION TWO. All ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION THREE. If any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

SECTION FOUR. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the Board of Trustees of the Village of Elwood, Will County, Illinois, this 20th day of January, 2010.

AYES: 5

NAYES: 0

ABSENT: 1



Patricia Buchenau
Village Clerk
Village of Elwood, Will County, IL



William Offerman
Village President
Village of Elwood, Will County, IL

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, Patricia Buchenau, the duly qualified and acting Village Clerk of the Village of Elwood, Will County, Illinois (the "Village"), and as such official I am the keeper of the records and files of the Village and the Board of Trustees (the "Board") thereof. I do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 957

**AN ORDINANCE AMENDING TITLE III, CHAPTER 35, SECTION 35.05 OF THE CODE OF
ORDINANCES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS**

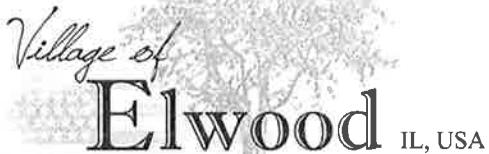
(Village Administrator)

which Ordinance was adopted by the Board of Trustees at a regular meeting held on the 20th day of January, 2010.

I do further certify that a quorum of the Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of January, 2010.

Patricia Buchenau
Patricia Buchenau
Village Clerk
Village of Elwood, Will County, Illinois



July 13, 2016

Municipal Management Services
Attn: Mr. Michael Tillman
395 West Lake Street
Elmhurst, IL 60126

RE: Request to Fill the Position of Village Administrator

Vice President Tillman,

The Village of Elwood is requesting the assistance of your company, Municipal Management Services, to fill the open position of Village Administrator. Specifications of the position, and associated benefits are as follows:

Title: Village Administrator

Salary: \$90,000 per year

Status: Full-Time Exempt Employee

Hours of Work

- Monday through Friday
- 8:30AM – 5:00PM
- Obligatory attendance at meetings outside of standard operating hours, multiple times a month.
- Required to respond incase of emergency on a 24-hour basis.

Paid Time Off

- Twenty-Five (25) Vacation Days
- Four (4) Personal Days
- Eight (8) Sick Days

Paid Holidays Off

NOTE: If one of the holidays listed below falls on a Saturday, it is observed on the preceding Friday. If the holiday falls on a Sunday, it is observed on the following Monday.

• New Year's Day	• Veteran's Day	• Christmas Day
• Presidents' Day	• Thanksgiving Day	• New Year's Eve Day
• Memorial Day	• Day After	(½ day)
• Independence Day	• Thanksgiving	
• Labor Day	• Christmas Eve	



Insurance Benefits

As offered through Municipal Management Services, Inc.

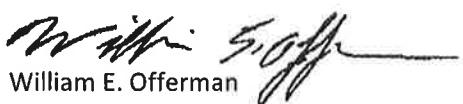
Retirement Benefits

401K as offered through Municipal Management Services, Inc.

Miscellaneous Benefits

- Provided designated use of a Village of Elwood municipal vehicle.

Thank you,

A handwritten signature in black ink that reads "William E. Offerman".

William E. Offerman
Village President

Marian T. Gibson



PROFESSIONAL EXPERIENCE:

- **Village Administrator, Berkeley, IL- January, 2014 to Present**

Responsible for the daily operations of the Village Staff to implement the policies of the Village Board. The Village of Berkeley is a community of 5200 residents. There is a good mix of commercial and industrial land uses. Berkeley is a full service community with Public Works, Police, Fire and Administration Departments.

Interim Positions-May, 2013 to May, 2014

- Interim Human Resources Director- Village of Oswego. Conducted administration of daily Human Resources functions including recruitment process for Assistant Village Administrator/Human Resources Director and Public Works Director positions. Finalized Public Works Safety Manual.
- Interim Village Planner-Village of Itasca-Reviewed all zoning cases and prepared planning documents for the Plan Commission and Village Board.
- Grant Preparation-Land Conservancy of Will County-Volunteer with the LCWC to prepare grant applications for operational and land acquisition purposes.
- Tornado Reporting-Diamond Illinois-Assisting the Village of Diamond with FEMA reporting requirements.
- **Village Administrator, Manhattan, IL- October 2006 to May 2013**
Responsible for the daily operations of the Village staff to implement the policies of the Village Board. The Village of Manhattan has experienced 67% growth since 2000 and now has 7051 residents. The Village has a staff of 30 with four unions and an operating budget of \$9 million, with five departments.

Infrastructure Improvements

Two deep wells and radium removal facilities	\$9.1 million
Water main upgrades	\$1.75 million
Road repairs/reconstruction	\$3.5 million
Sewer lining	\$750 thousand

Economic Development

Conducted Village-wide business retention program visiting 55 businesses.

Several new business locations including Enbridge Pipeline LLC for which we negotiated \$7.5 million development fee

Grant Acquisition

Administration	\$7.59 million
Public Works	\$4.87 million
Public Safety	\$113 thousand
(SEE ATTACHED DETAILED CHART)	

Intergovernmental Relations

Membership on the Illiana Expressway Technical Advisory Committee planning a new expressway linking I-65 in Indiana to I-55 in Illinois.

Instituted State of the Village event which invites all Chamber members to learn taxing body accomplishments over the last year.

Hosted Legislative Reception for Federal, State and County elected officials to discuss community priorities.

Organized Government Day for the area 7th grade students.

Initiated a quarterly Senior Luncheon to update that population on important topics.

Technology

Led development of a Geographical Information System that tracks public works daily projects, catalogues infrastructure, identifies available commercial and industrial sites and will eventually assist budgeting

Updated Village's website to increase transparency through the creation of a citizen information center.

Initiated email blast, an e-newsletter and created police alert system

- **Village Manager, Village of Romeoville –September 2003 – October 2006**

Served as Village Manager for this rapidly growing Will County community of 35,000 residents with a \$60 million operating budget. Supervised 7 departments with 350 employees and three unions. See attached list of accomplishments for the Village of Romeoville

- **Village Administrator, Channahon, IL - July 1991 to September 2003**

During my tenure as Village Administrator the population grew from 4,266 residents in 1990 to over 9,000 in 2003. The incorporated land area increased from four-and-a-half square miles to more than 18 square miles. With this rapid growth there were constant challenges to meet increasing service and infrastructure demands placed on the Village. See attached Village of Channahon Accomplishments Overview 1991-2003.

- **Vice President of Economic Development, Joliet-Will County Center for Economic Development - August 1986 to July 1991**

Responded to prospect inquiries, including advertising campaign responses; computerized county-wide buildings and sites, followed up on new and expanding businesses, trade missions, business retention and developed and updated statistic and data base information. Coordinated economic development efforts of Will County communities and staffed several committees. Supervised departmental staff of six.

- **Economic Development and Grants Coordinator - Will County Land Use**
- **Will County Regional Planning Commission, Will County Land Use**

EDUCATION:

- Northern Illinois University - DeKalb, IL
Master of Arts in Public Administration
- Lewis University – Romeoville, IL
Bachelor of Arts in Political Science and Psychology

PROFESSIONAL DEVELOPMENT AND MEMBERSHIPS:

- International City/County Management Association - Member and Credentialed City Manager
- Illinois City Management Association – Member. Served on several committees including Professional Development, Membership services and multiple conference planning committees
- Chicago Metro Managers Association – Past Board Member & Representative to Downstate Winter and Summer Conference Coordination Committee
- Will County Managers and Administrators - President - 1992 to Present
- Will County Governmental League - Legislative and Intergovernmental Committee Member, Past Finance/Management Committee Member
- Grundy County Economic Development Commission - Executive Committee, Board Member and Business and Development Committee member and member of various Task Forces 2000-2003
- Will County Crime Stoppers Board - Member, Past President and Vice President Chairman Gun Buy-Back Committee 1993-present
- Manhattan, Channahon, Romeoville and Hillside-Berkeley Chambers of Commerce - Member
- Manhattan Township Planning Commission - Chairman 1986 to 1996

References available on Request

Village of Manhattan Grants and Awards 2006-2012	
<u>AWARD</u>	<u>YEAR</u>
<u>BUILDING SAFETY DEPARTMENT</u>	
Received IEPA Conservation Award for Manhattan Creek	2009/2010
Received Innovations Award from IML for Foreclosure Program and presentation at statewide conference	2009/2010
<u>DEVELOPMENT DEPARTMENT</u>	
APA Illinois Chapter Award for Comprehensive Plan	2008
American Planning Association Illinois Chapter - 2011 Strategic Plan Award for Manhattan Village Center Master Plan	2011
<u>FINANCE DEPARTMENT</u>	
Government Finance Officers Association of the US and Canada awarded our Finance Department a certificate for Achievement for Excellence in Financial Reporting.	2007-2011
<u>PUBLIC WORKS DEPARTMENT</u>	
American Public Works Association award for project of the year for Well #8 Radium Removal Facility	2009/2010
Public Works Superintendent Bill Liszka achieves Water Operator of the Year Award from Illinois Potable Water Association	2010

VILLAGE OF MANHATTAN GRANTS 2006-2012		
<u>GRANTS</u>	<u>YEAR</u>	<u>AMOUNT</u>
<u>DEVELOPMENT DEPARTMENT</u>		
Comprehensive Plan	2006-2007 DCEO	\$35,000
53 Trees	2009	\$13,250
Transit Oriented Development Study	2010	\$100,000
Transit Oriented Development Zoning Code	2011	
Transit Oriented Development Marketing	2012	
		\$148,250
<u>ADMINISTRATION AND FINANCE DEPARTMENT</u>		
Infrastructure	2007 DCEO	\$50,000
Enbridge Development Fee	2009	\$7,000,000
Enbridge-Fire Truck	2009	\$500,000
Village Hall Façade	2008/2009	\$25,000
Water Tower Demolition	2009	\$15,000
Welcome to Manhattan Signs and Landscaping (Chamber/Goodwin/Cedar Path)	2010	
		\$7,590,000
<u>PUBLIC WORKS DEPARTMENT</u>		
Sharp Drive	2007 DCEO	\$196,182
Baker Road Reconstruction	2010	\$330,000
Well #6 Upgrade and Radium Treatment Plant (0% loan and \$800,000 IEPA/ARRA Grant	2010	\$1,600,000
Manhattan Road Sidewalk	2010	\$100,000
Waterline replacement First St./McClure/Gustafson (CAP BILL)	2010/2011	\$100,000
Grant for McClure Street Watermain Restoration (RESTORATION CAP BILL)	2010-2011	\$85,000
Smith Road/Route 52 intersection (Pending)	STP GRANT	\$1,000,000
Bruns Road resurfacing (Pending)	STP GRANT	\$300,000
North Street (pending)	IDOT	\$1,142,519
Emerald Ash Borer-U.S. Dept. of Agriculture	2012	\$10,000
		\$4,863,701

Village of Manhattan Grants and Awards 2006- 2012

Page 2

PUBLIC SAFETY DEPARTMENT

Police Grants for Safety and Equipment:

State Farm Safety Grant	2009	\$1,000
Enbridge Safety Grant	2009	\$3,720
Metra Camera Grant		
In Car Camera Award (Click it or Ticket Grant)		\$3,500
In Car Computer (ILEAS Grant)	2010	\$4,100
Enbridge Safety Grant	2010	\$5,879
Enbridge Safety Grant	2011	\$2,000
Enbridge Safety Grant	2012	\$250
Operation Life Saver Railroad Safety Grant	2011	\$6,000
AEDs from Manhattan Fire Protection District (6)	2011	\$9,600
Tobacco Compliance Enforcement Grant	2008/2009	
Live Scan Fingerprint System	2008/2009	\$17,000
Thermal printers in all patrol vehicles	2008/2009	
Donated Squad Car (2)	2009	\$60,000
		\$113,049
GRAND TOTAL		\$12,715,000

Romeoville Accomplishments 2003 to 2006

Beautification

- Instituted neighbors helping neighbors program (volunteers assist elderly or handicapped residents complete projects)
- Installed welcome monument sign
- Created adopt-a-spot program with volunteer groups and business donations
- Code enforcement property maintenance shifted to police department
- Facade improvements through upgraded commercial design standards

Human Resources and Staff Development

- Revised personnel manual
- Joined Employee Assistance Program through the Will County Governmental League
- Safety training through liability carrier
- Educational classes, certifications and seminars encouraged for staff
- Customer service training implementation
- Disaster Drill for department heads – greatly helped with recent gas leak
- Instituted uniform program for professional consistency
- Reviewed and updated job descriptions for consistency and accuracy
- Responsible for the hiring and termination of all positions except full time police and fire personnel and department heads
- Determine the disposition of grievances

Infrastructure

- Conducting the engineering necessary for a new interchange at 1-55 and Airport Road
- Completed construction of three main arterial roads, will begin a \$4 million subdivision street, sidewalk and storm sewer reconstruction
- Developed comprehensive program to address Village wide drainage issues
- \$22 million consolidation of waste water treatment plant
- Completed three of five ION exchange plants to remove radium

General

- Annexation for four new subdivisions and school facilities
- Conducted facility needs analysis for municipal and police space
- Commenced design of 100,000 square foot municipal/police facility
- Commenced design of 35,000 square foot community center to be located in downtown revitalization project which is TIF designated
- Acquired appraisals and submitted contracts for purchase of several parcels of property
- Filed eminent domain for park and public facility purposes
- Passed referendum for Real Estate Transfer Tax for open space and growth related capital items
- Negotiating waste transfer station location
- Conducted two special censuses – 2003 & 2006
- Negotiated revenue sharing agreement with Lockport Township Fire Protection District

- Working with Library Districts on consolidation
- Increase school and library impact fees
- Hosted Legislative luncheon with Federal, State, County and Local elected officials
- Established student government day for 20 high school students

Economic Development

- Located several manufacturing plants and headquarter facilities with more than 700 employees
- Located 1.2 million sf of retail shopping
- Attracted Brunswick Zone (bowling, laser tag, bumper cars and billiards)
- Attracted Huskies Hockey League 100,000 sf facility with three sheets of ice
- Located more than 4 million sf of industrial users
- Host annual Developers/Brokers breakfast with more than 150 in attendance

**Village Of Channahon
Accomplishments Overview
1991-2003**

- Complimented the existing management team of the village administrator and police chief with the addition of development, finance and public works directors along with an assistant village administrator. The effectiveness of the Village Board with this management team was able to manage growth with a staff of just over 50.
- Created several resident groups: Citizens Advisory Commission which has resulted in curb-side recycling, reviewed revenues and recommended fee increases, acted as ambassadors in their neighborhoods to bring issues to the village. Established an adopt-a-spot program and developed a logo for the village and created the citizen of the year award. Community events council that works on events through-out the year including the Three Rivers Festival, Children's Halloween Party, Christmas Tree Lighting. Cable Task Force evaluated franchise agreement and recommended changes. Tree Board created tree ordinance and instituted tree sales event.
- Infrastructure improvements
 - Sewer and Water- \$13 million
 - * Village's first waste water treatment plant- 250,000 gallons
 - * Water storage tank- 250,000 gallons
 - * Two lift stations
 - * Critical water looping including an interconnect between two separate systems
 - * Three new wells
 - * Addition of several interceptors to serve key development areas
 - * Salt storage building and maintenance facility shared with the Township- \$575,000
 - * Motor Fuel Tax Bond issue road repair program - \$2.1million
 - * Completed a \$6 million, 750,000-gallon addition to the wastewater treatment plant.
 - * Major State road through the Village underwent an \$18 million reconstruction.
 - * Developed a wastewater facility plan to construct a plant that would serve westward industrial expansion of 3400-acres
 - o Tax rate remained at \$.60/\$100 of assessed valuation for the last 7 years
 - o Assessed value increased from \$27,303,195 to \$250,316,558
 - o Assessed value shifted from residential to industrial reliance
 - o Continually updated zoning ordinance, comprehensive plan and subdivision ordinance and design standards.
 - o Averaged 125 single family homes annually. Average house price climbed from \$80,000 to \$192,000. Each residential development incorporated open space, detention ponds and bike paths as some of the amenities.
 - o Identification and development of a town center
 - o Received a Governor's Home Town Award in 1998
 - o An addition of over 75 businesses in village. The largest was a \$365 million gas refraction plant, located within a TIF, that still generated over \$3.5 million for the school districts in property taxes.
 - o Developed partnerships with local taxing bodies. Including the construction a \$4 million public safety facility to be shared by our police department with the local fire district.
 - o Signed boundary agreements with three neighboring communities.
 - o Construction of a 30,000 square foot, \$6 million village hall/police station to replace the 7,000 square foot facility.

Manhattan Accomplishments

2006-Present

Construction of more than \$16 million toward infrastructure improvements

Well #8	\$ 5,900,000
Well #6	\$ 3,200,000
Watermain Downtown	\$ 1,300,000
Watermain Bruns Road	\$ 288,000
Watermain Eastern Avenue	\$ 167,000
Sewer Lining	\$ 750,000
Road Repairs	
Bruns	\$ 50,000
Foxford	\$ 60,000
Baker	\$ 350,000
Smith	\$ 3,000,000
Manhattan Road Sidewalk	\$ 100,000
Wabash Reconstruction	\$ 318,000
WWTP Property Purchase	\$ 1,250,000
Downtown Property Purchase	\$ 160,000

- Several new business locations including Enbridge Pipeline LLC. Negotiated a \$7.5 million development fee.
- Instituted several programs enhancing the Village's governmental relations: State of the Village, Legislative Reception, Government Day at the Junior High and Senior Lunches.
- Community Improvement Programs: Beautification, Village Hall façade, Commercial Development Guidelines, Town Center, coordination of community events, welcome signs, wayfinding signs.
- National Incident Management Certified for 100, 200, 300, 400 and 700
- Employee Enhancements: Employment manual, insurance and wellness committee, regular staff meetings, training programs, staff evaluations, office space modifications, Employee Assistance Program and customer service training.
- Recognition Efforts: Employee Recognition, Notice Your Neighbor, STARS, Community Recognition.
- Budgeting Challenges: State Legislation and distribution of funds, Financial Excellence, operational and salary reductions, stabilization and recovery of village budget.

- Intergovernmental Cooperation: Illiana Expressway, Hoff Road, Will County Governmental League, Will County Managers and Administrators, Public Works Mutual Aid, Development Review Sessions.
- Economic Marketing: Contacted prior prospects, trade show display, attend Chicago ICSC, attend ED seminars for networking, examined sites for feasibility and TOD.
- Planning: Master Sewer Plan, Master Water Plan, Transportation Plan, Comprehensive Plan Update, Transit Oriented Development, downtown streetscape, storm water drainage downtown.
- Grant Searches: Update federal priority listing, discuss state programs with legislators, worked with engineering firm to complete applications and departmental grant applications. Grants from 2006-2012 total \$12.7 million.
- Technology improvements: Electronic board packet, newsletter, GIS, TIP411, Facebook, Board communication, Weekly Reviews, Confidential Reports, news releases, Citizen Information Center for transparency on the website and website upgrade.
- Led process to hire Police Chief and Public Works Director
- Named to Illinois Municipal League Municipal Assistance program to aid Municipalities without Administrators.
- Grants and Awards for Village attached.

VILLAGE OF MANHATTAN GRANTS 2006-2012

<u>GRANTS</u>	<u>YEAR</u>	<u>AMOUNT</u>
<u>DEVELOPMENT DEPARTMENT</u>		
Comprehensive Plan	2006-2007 DCEO	\$35,000
53 Trees	2009	\$13,250
Transit Oriented Development Study	2010	\$100,000
Transit Oriented Development Zoning Code	2011	
Transit Oriented Development Marketing	2012	
		\$148,250
<u>ADMINISTRATION AND FINANCE DEPARTMENT</u>		
Infrastructure	2007 DCEO	\$50,000
Enbridge Development Fee	2009	\$7,000,000
Enbridge-Fire Truck	2009	\$500,000
Village Hall Façade	2008/2009	\$25,000
Water Tower Demolition	2009	\$15,000
Welcome to Manhattan Signs and Landscaping (Chamber/Goodwin/Cedar Path)	2010	
		\$7,590,000
<u>PUBLIC WORKS DEPARTMENT</u>		
Sharp Drive	2007 DCEO	\$196,182
Baker Road Reconstruction	2010	\$330,000
Well #6 Upgrade and Radium Treatment Plant (0% loan and \$800,000 IEPA/ARRA Grant	2010	\$1,600,000
Manhattan Road Sidewalk	2010	\$100,000
Waterline replacement First St./McClure/Gustafson (CAP BILL)	2010/2011	\$100,000
Grant for McClure Street Watermain Restoration (RESTORATION CAP BILL)	2010-2011	\$85,000
Smith Road/Route 52 intersection (Pending)	STP GRANT	\$1,000,000
Bruns Road resurfacing (Pending)	STP GRANT	\$300,000
North Street (pending)	IDOT	\$1,142,519
Emerald Ash Borer-U.S. Dept. of Agriculture	2012	\$10,000
		\$4,863,701

Village of Manhattan Grants and Awards 2006- 2012

Page 2

PUBLIC SAFETY DEPARTMENT

Police Grants for Safety and Equipment:

State Farm Safety Grant	2009	\$1,000
Enbridge Safety Grant	2009	\$3,720
Metra Camera Grant		
In Car Camera Award (Click it or Ticket Grant)		\$3,500
In Car Computer (ILEAS Grant)	2010	\$4,100
Enbridge Safety Grant	2010	\$5,879
Enbridge Safety Grant	2011	\$2,000
Enbridge Safety Grant	2012	\$250
Operation Life Saver Railroad Safety Grant	2011	\$6,000
AEDs from Manhattan Fire Protection District (6)	2011	\$9,600
Tobacco Compliance Enforcement Grant	2008/2009	
Live Scan Fingerprint System	2008/2009	\$17,000
Thermal printers in all patrol vehicles	2008/2009	
Donated Squad Car (2)	2009	\$60,000
		\$113,049
GRAND TOTAL		\$12,715,000

Village of Manhattan Grants and Awards 2006- 2012	
<u>AWARD</u>	<u>YEAR</u>
<u>BUILDING SAFETY DEPARTMENT</u>	
Received IEPA Conservation Award for Manhattan Creek	2009/2010
Received Innovations Award from IML for Foreclosure Program and presentation at statewide conference	2009/2010
<u>DEVELOPMENT DEPARTMENT</u>	
APA Illinois Chapter Award for Comprehensive Plan American Planning Association Illinois Chapter - 2011 Strategic Plan Award for Manhattan Village Center Master Plan	2008 2011
<u>FINANCE DEPARTMENT</u>	
Government Finance Officers Association of the US and Canada awarded our Finance Department a certificate for Achievement for Excellence in Financial Reporting.	2007-2011
<u>PUBLIC WORKS DEPARTMENT</u>	
American Public Works Association award for project of the year for Well #8 Radium Removal Facility	2009/2010
Public Works Superintendent Bill Liszka achieves Water Operator of the Year Award from Illinois Potable Water Association	2010

Romeoville Accomplishments 2003 to Present

Beautification

- Instituted neighbors helping neighbors program (volunteers assist elderly or handicapped residents complete projects)
- Installed welcome monument sign
- Created adopt-a-spot program with volunteer groups and business donations
- Code enforcement property maintenance shifted to police department
- Facade improvements through upgraded commercial design standards

Human Resources and Staff Development

- Revised personnel manual
- Joined Employee Assistance Program through the Will County Governmental League
- Safety training through liability carrier
- Educational classes, certifications and seminars encouraged for staff
- Customer service training implementation
- Disaster Drill for department heads – greatly helped with recent gas leak
- Instituted uniform program for professional consistency
- Reviewed and updated job descriptions for consistency and accuracy
- Responsible for the hiring and termination of all positions except full time police and fire personnel and department heads
- Determine the disposition of grievances

Infrastructure

- Conducting the engineering necessary for a new interchange at I-55 and Airport Road
- Completed construction of three main arterial roads, will begin a \$4 million subdivision street, sidewalk and storm sewer reconstruction
- Developed comprehensive program to address Village wide drainage issues
- \$22 million consolidation of waste water treatment plant
- Completed three of five ION exchange plants to remove radium

General

- Annexation for four new subdivisions and school facilities
- Conducted facility needs analysis for municipal and police space
- Commenced design of 100,000 square foot municipal/police facility
- Commenced design of 35,000 square foot community center to be located in downtown revitalization project which is TIF designated
- Acquired appraisals and submitted contracts for purchase of several parcels of property
- Filed eminent domain for park and public facility purposes
- Passed referendum for Real Estate Transfer Tax for open space and growth related capital items
- Negotiating waste transfer station location
- Conducted two special censuses – 2003 & 2006
- Negotiated revenue sharing agreement with Lockport Township Fire Protection District

- Working with Library Districts on consolidation
- Increase school and library impact fees
- Hosted Legislative luncheon with Federal, State, County and Local elected officials
- Established student government day for 20 high school students

Economic Development

- Located several manufacturing plants and headquarter facilities with more than 700 employees
- Located 1.2 million sf of retail shopping
- Attracted Brunswick Zone (bowling, laser tag, bumper cars and billiards)
- Attracted Huskies Hockey League 100,000 sf facility with three sheets of ice
- Located more than 4 million sf of industrial users
- Host annual Developers/Brokers breakfast with more than 150 in attendance

**Village Of Channahon
Accomplishments Overview
1991 - 2003**

- Complimented the existing management team of the village administrator and police chief with the addition of development, finance and public works directors along with an assistant village administrator. The effectiveness of the Village Board with this management team was able to manage growth with a staff of just over 50.
- Created several resident groups: Citizens Advisory Commission which has resulted in curb-side recycling, reviewed revenues and recommended fee increases, acted as ambassadors in their neighborhoods to bring issues to the village. Established an adopt-a-spot program and developed a logo for the village and created the citizen of the year award. Community events council that works on events through-out the year including the Three Rivers Festival, Children's Halloween Party, Christmas Tree Lighting. Cable Task Force evaluated franchise agreement and recommended changes. Tree Board created tree ordinance and instituted tree sales event.
- Infrastructure improvements

Sewer and Water - \$13 million

- * Village's first waste water treatment plant - 250,000 gallons
- * Water storage tank - 250,000 gallons
- * Two lift stations
- * Critical water looping including an interconnect between two separate systems
- * Three new wells
- * Addition of several interceptors to serve key development areas
- * Salt storage building and maintenance facility shared with the Township - \$575,000
- * Motor Fuel Tax Bond issue road repair program - \$2.1 million
- * Completed a \$6 million, 750,000-gallon addition to the wastewater treatment plant.
- * Major State road through the Village underwent an \$18 million reconstruction.
- * Developed a wastewater facility plan to construct a plant that would serve westward industrial expansion of 3400-acres

- Tax rate remained at \$.60/\$100 of assessed valuation for the last 7 years
- Assessed value increased from \$27,303,195 to \$250,316,558
- Assessed value shifted from residential to industrial reliance
- Continually updated zoning ordinance, comprehensive plan and subdivision ordinance and design standards.
- Averaged 125 single family homes annually. Average house price climbed from \$80,000 to \$192,000. Each residential development incorporated open space, detention ponds and bike paths as some of the amenities.
- Identification and development of a town center
- Received a Governor's Home Town Award in 1998
- An addition of over 75 businesses in village. The largest was a \$365 million gas refection plant, located within a TIF, that still generated over \$3.5 million for the school districts in property taxes.
- Developed partnerships with local taxing bodies. Including the construction a \$4 million public safety facility to be shared by our police department with the local fire district.
- Signed boundary agreements with three neighboring communities.
- Construction of a 30,000 square foot, \$6 million village hall/police station to replace the 7,000 square foot facility.

VILLAGE OF ELWOOD, ILLINOIS -- JOB DESCRIPTION

JOB TITLE: Village Administrator

DEPARTMENT: Administration

SUPERVISOR: Village Board of Trustees

DATE OF LAST REVISION: 08/02/2016

POSITION SUMMARY:

The Village Administrator is responsible for planning, organizing, and managing all Village services and functions including those performed within the Administration, Finance, Police, and Public Works departments. The work is performed under the direction of the Village President and Board of Trustees.

ESSENTIAL JOB FUNCTIONS:

- Supervises Department Heads and Administrative staff in determining program priorities and schedules to meet assigned responsibilities; coordinates activities of the various departments to assure maximum utilization of available staff and material resources and minimize duplication of effort; observes, reviews, and evaluates performance of staff; develops projections for staffing needs; interviews and hires applicants for vacant staff positions, subject to necessary approvals as required by Village Code;
- Provides leadership and direction in the development of short and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed;
- Monitors all financial activities of the Village; consults with advises the Village Finance Consultant as necessary regarding organization investment programs; reviews and approves all purchase orders submitted by departments;
- Oversees the preparation of the annual budget; develops anticipated revenue estimates generated by the Village from all sources; receives budget documents from each department; discusses budget with the Village Board and individual Department Heads to arrive at a projected budget within anticipated revenues; oversees the preparation of the budget and tax levy ordinances;
- Attends all meetings of the Board of Trustees and committees making special reports or recommendations; recommends adoption of such ordinances and resolutions as deemed necessary or expedient;
- Implements policies established by the Village Board of Trustees for operation of the organization; develops, administers, and enforces necessary rules, regulations, and guidelines to accompany new policy;
- Makes recommendations concerning compensation for each Department Head and employed position in the service of the Village, including minimum and maximum rates; responsible for overseeing labor relations including negotiations and the administration of collective bargaining agreements involving Village employees;

- Represents the Village at civic functions; maintains sound working relationships and positive public relations with the community at large including developers, business owners, and residents; investigates major complaints and discusses problems with concerned parties to arrive at an equitable solution;
- In cases of emergency, this person must be available 24/7;
- Maintain knowledge of federal and state requirements as well as current Village management trends and developments; attends seminars and conferences in order to enhance knowledge and professional expertise; and
- Performs such other duties consistent with the ordinances of the Village and laws of the State of Illinois, as the Village President and Board of Trustees may direct or delegate from time to time.

FINANCIAL AUTHORITY:

- Developing and Monitoring budget items
- Purchasing large items with Board approval

SUPERVISORY RESPONSIBILITIES:

- Directly supervises department head managers and office staff

EDUCATIONAL REQUIREMENTS:

Must have an undergraduate degree from a four-year college or university with major course work in public or business administration, political science, or a related field, supplemented by a Master's degree in public or business administration or closely related field. ICMA accreditation, preferred.

SPECIAL SKILLS, KNOWLEDGE, OR EXPERIENCE REQUIREMENTS:

Position requires a seven years of progressive administrative or professional experience in local government with at least five years of managerial experience. Knowledge of public administration and its applications to local government. Knowledge of general management and organization principles and practices. Knowledge of basic laws, principles, and regulations underlying the municipal corporation. Knowledge of data processing systems, computers and networks. Ability to analyze complex public policy issues and problems and develop solutions. Excellent oral and written communication skills and the ability to work independently. Ability to establish and maintain effective working relationships with the Village Board, elected officials, employees, and the public.

Data Utilization:

Requires the ability to perform mid to upper level data analysis including the ability to coordinate, strategize, systematize, and correlate using discretion in determining time, place and/or sequence of operations within an organizational framework. Requires the ability to implement decisions based on such data and to oversee the execution of these decisions.

Human Interaction:

Ability to manage and direct a group of workers, including the ability to provide counseling, mediation, and mentoring. Ability to persuade, convince and train others. Requires the ability to interpret and provide advice regarding the application of policies, procedures, and standards to specific situations.

Requires the ability to communicate both orally and in writing with the Village President, Board of Trustees, all Village departments and personnel, citizens, residents, other local government agencies, the media, and the public.

Verbal Aptitude:

Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as Board reports, budgets, legal information, training materials, reports, analyses, appraisals, evaluations, contracts, ordinances, laws, plans, maps, financial statements, statutes, procedures, guidelines and non-routine correspondence.

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on office equipment and software such as computers, and other office machines, job-related software, and/or related materials used in performing essential job functions.

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division; and calculate percentages and decimals.

Functional Reasoning:

Requires the ability to apply principles of influence systems such as supervision, managing, leading, teaching, directing, planning, coordinating, and controlling. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.

Situational Reasoning:

Requires the ability to exercise the judgment, decisiveness, negotiation and creativity required in critical and/or unexpected situations involving moderate risks to the organization.

CERTIFICATES AND/OR LICENSES:

- None

OPERATING EQUIPMENT REQUIREMENTS:

- Microsoft software
- General office equipment

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually moderately quiet.

PHYSICAL ACTIVITIES:

Individual must be able to perform the following physical activities with reasonable accommodation:

Physical Activity	Not Required	Required	Occasional (less than 2.5 hours per day)	Frequently (more than 2.5 hours but less than 5 hours per day)	Continuous (more than 5 hours per day)
Climbing	X		X		
Balancing	X		X		
Stooping	X		X		
Kneeling	X		X		
Crouching	X		X		
Crawling	X		X		
Reaching	X		X		
Standing	X		X		
Walking	X		X		
Sitting	X		X		
Pushing 5 lbs.	X		X		
Pulling 5 lbs.	X		X		
Lifting 25 lbs.	X		X		
Carrying 25 lbs.	X		X		
Grasping	X		X		
Feeling	X		X		
Talking		X			X
Driving	X		X		
Hearing/Listening		X			X
Seeing/Observing		X			X
Repetitive Motions		X			X
Typing		X			X
Working at Computer		X			X
Using Vibrating Tools	X		X		

Using Heavy Tools/Equipment	X		X		
-----------------------------	---	--	---	--	--

SELECTION GUIDELINES

Formal application, oral interview, reference check, criminal background check, drug testing, physical examination and other job-related tests may be required for this position.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

PAY GRADE: Pay classification as determined by pay structure

FLSA: Exempt

EMPLOYMENT CLASSIFICATION: Full-time

Village President Approval: _____

Date Approved: _____



**MUNICIPAL MANAGEMENT SERVICES,
INC.**

**PERSONNEL SERVICES CONTRACT
FOR THE
Village of Elwood**

August 29, 2016 through August, 28, 2017

This Agreement made and entered into this 29th day of August 2016, by and between Municipal Management Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Village of Elwood, an Illinois Municipal Corporation (hereinafter referred to as "Village"), together the Contractor and the Village are collectively referred to as the "parties").

WHEREAS, the Contractor is in the business of furnishing personnel to municipalities for various positions;

WHEREAS, the Village provides municipal services for residents of the Village;

WHEREAS, the Village wishes to out-source its Village Administrator position on an independent contractor basis in order to obtain the Contractor's services for Administration and Management of Village, and the Contractor wishes to provide such services on an independent contractor basis to the Village (the "Assignment"); and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean the Contractor's employees placed with the Village pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

ARTICLE 1: Term.

The term of this Agreement shall be for a period of one (1) year commencing August 29, 2016 and ending August 28, 2017 ("Initial Term") unless cancelled earlier by written notice by either party or terminated by written notice of a breach of this Agreement or operation of law, in which case this Agreement will terminate immediately on the date of the written notice, unless such early cancellation or termination would give rise to liability to either party under the federal or state laws known as WARN Acts or similar laws, in which case such cancellation or termination shall be delayed so the parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law. The Initial Term of this Agreement shall automatically renew for subsequent sixty (60) day terms ("Subsequent Terms") unless earlier terminated by written notice by either party sixty (60) days before the end of either the Initial Term or any Subsequent Term or written notice of a breach by either party or by operation of law or unless a new agreement is executed by the parties.

ARTICLE 2: Cancellation.

Either party to this Agreement may cancel this Agreement without cause upon providing the other party sixty (60) days' written notice prior to the expiration of the Initial Term or any Subsequent Term and this Agreement and the parties' obligations thereunder shall end at the end of such sixty (60) notice period. If one party shall commit a material breach of this Agreement, the other party shall provide a detailed written statement of the claimed material breach. The allegedly breaching party shall have five (5) business days to cure such breach, if curable, unless residents' safety forms the basis, in whole or in part, of the material breach, in which case, the breach must be cured within forty-eight (48) hours of notice of the breach. The acceptance of such cure shall not be unreasonably withheld. Where the cure has not been accepted, the Contractor shall have an opportunity to be heard by the Village's Board of Trustees or similar entity before any decision on termination or cancellation is made. Where the cure has not been accepted and opportunity to be heard has occurred, this Agreement shall terminate on the expiration date of the cure period or any extension given on the basis of the opportunity to be heard, unless the parties agree that additional time is necessary to ensure an orderly transfer of Village Administrator position service to ensure the safety of the citizens of the Village, but in no event shall such additional time extend for more than 30-days without agreement of both parties.

Upon termination of this Agreement, the Village's sole obligation to the Contractor shall be to remit any outstanding payments owed to the Contractor for services rendered up to and including the expiration date.

ARTICLE 3: Personnel Provided.

The Contractor shall utilize its best efforts to provide personnel identified below with the required skills, experience, and other qualifications for the Assignment, including but not limited to recruiting, interviewing, any applicable testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement;

However, in no event does the Contractor guarantee the qualifications or fitness of any personnel provided by the Contractor for any particular purpose and in fact disclaims such guarantee, liability, or warranty to the fullest extent permitted by law.

- a. The Contractor shall provide one (1) full-time Village Administrator to the Village. The Village Administrator shall be scheduled to work 40-50 hours per week as a Village Administrator. The Village Administrator shall operate under the direction and supervision of Contractor and in consultation with the Village Board of Trustees and Mayor.

- b. The Contractor shall assign replacement personnel, to be chosen in Contractor's discretion, to the Assignment in the event of long-term illness, or any other event that causes long-term absence of the regularly assigned Village Administrator. The Contractor shall take the same best efforts to ensure that replacement personnel have the same necessary qualifications that Contractor requires of the regularly assigned Village Administrator.
- c. If the employment of any assigned Contractor's employee is terminated with Contractor, the Contractor shall immediately notify the Village Board of Trustees and the Contractor shall provide a suitable replacement.
- f. Prior to beginning work on the Assignment, the Contractor shall take reasonable measures to require that all assigned personnel shall attend Contractor's orientation program at Contractor's facility and at Contractor's expense.
- i. Personnel provided pursuant to this Agreement shall be required to meet the Essential Duties, Job Functions, and possess the required Knowledge, Skills, Abilities and Minimum Qualifications as described in Exhibit A of this Agreement.
- k. The Village shall be solely responsible to provide Contractor's employees with use of the Village's facilities and vehicles while on duty so that Contractor's employees shall have ready access to perform its Assignment.

ARTICLE 4: Selection of Personnel.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all legal authority, the provision and selection of personnel shall be as follows:

- a. The Village may request the Contractor to no longer assign any given Contractor's employee to the Village for any legal reason. Such request shall be made in writing and shall detail the reason(s) for the request. Upon receipt of such request, the Contractor shall conduct an immediate review and, after such review, if reassignment is deemed appropriate, Contractor shall make the determination as to whether or not to replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement Contractor's employees shall be selected in accordance with the

foregoing provisions of this Agreement. However, the power to hire and terminate personnel shall at all times reside with the Contractor.

- b. The Contractor shall conduct drug screenings and background checks on personnel assigned to perform services under this Agreement which may include a criminal screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by the Village or required by law, the Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required documentation for each applicant or personnel. The Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, if requested, to the Village. The Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish it under the terms of this Agreement.
- c. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

ARTICLE 5: Duties.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all authority, the duties of Contractor's personnel shall be as follows:

- a. Contractor's regular and replacement personnel employees assigned shall perform Village Administrator duties and any related operational matters as assigned by the Contractor in consultation with the Village's Board of Trustees or Mayor and in accordance with the job description contained in Exhibit A. All regular and replacement personnel serve under the supervision of the Contractor in consultation with the Village's Board of Trustees or Mayor. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; personnel shall report to Contractor for all employment and disciplinary related matters of its employee.
- b. Contractor will maintain employment, training and certification records for Contractor's employees assigned to the Village.

ARTICLE 6: Consideration.

a. Year 1: In consideration for the services to be provided by Contractor to the Village pursuant to the provisions of this Agreement, the Village will pay Contractor the total sum of \$114,036.00 payable in twelve monthly installments of \$9,503.00, due and payable on the 28th day of each month, commencing September 1st, 2016, subject to adjustment pursuant to the terms of this Agreement.

If the Village Administrator opts to enroll in the Contractor's Health Benefit Package, Contractor shall charge an additional annual fee described below based on the health insurance package that is chosen by its employee:

• Silver Employee Only	\$8,012.54
• Silver Employee + 1	\$18,786.34
• Silver Family	\$28,495.70
• Gold Employee Only	\$8,740.08
• Gold Employee +1	\$20,450.22
• Gold Family	\$30,926.54

d. The parties agree that the fees set forth in Article 6(a) are based on their assumption that the personnel assigned to the Village will work the hours set forth in Article 3(a). If compensation to assigned personnel should vary during the term of this Agreement, the parties agree to re-negotiate the fees in good faith to reach a fair price that compensates Contractor for any increased costs (including but not limited to contributions to Contractor's Profit Sharing 401(k) plan and health insurance premiums) as well as a reasonable administrative fee.

e. The Contractor shall be solely responsible for:

- i. Compensating and providing the employment benefits set forth in this Agreement, if any;
- ii. Making all required deductions from compensation paid to the personnel and timely remitting such deductions and any required contributions from the Contractor to the appropriate government agency as required by law;
- iii. Complying with all applicable federal, state and local laws and regulations regarding the employment of such personnel.
- iv. The Contractor will properly and timely file all required reports and other information with the Internal Revenue Service,

Social Security Administration, and all applicable state and local tax agencies.

- v. The Contractor's personnel and employees shall not be entitled to participate in any of the Village's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- vi. The Contractor will use its best efforts to ensure that each personnel assigned to the Assignment will be at least 18 years of age and either a United States citizen or an individual lawfully entitled to perform work. The Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless the Village, to the extent permitted by law, from such audits, fines or penalties described above.
- vii. The Village will promptly advise the Contractor in writing of any billing dispute or any other problem. The Village and the Contractor will identify and attempt to promptly resolve all billing disputes through face-to-face meetings between the Village and the Contractor's representative in charge of this account. If the parties are unable to resolve the dispute through face-to-face meetings, the parties agree to submit the dispute to a mediator agreed upon by the parties or in accordance with the rules of the JAMS, with each party bearing half of the mediation costs. The Village will pay the undisputed portion of billable transactions as set forth above.
- viii. The Contractor and the Village will promptly furnish to the other party such information that such other party may request to enable each of them to analyze the services and the activities of the other party and the personnel involved in the dispute.

ARTICLE 7: Limitation of Authority.

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Contractor or its employees assigned to Village

pursuant to this Agreement have the right or authority, express or implied, to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party without the approval of the Village's Board of Trustees via a resolution or ordinance.

The parties agree that they shall not use the name, trademarks, or service marks of the other party for the purposes of advertising, sales promotion or other similar purposes without the prior written approval of the other party. Neither the Contractor nor the Village shall publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of the other party, absent a legal obligation to do so or pursuant to a subpoena or legal process.

ARTICLE 8: Equipment.

In order to ensure the orderly and safe operation of Village consistent with all legal authority, the Village shall supply a Village owned vehicle for all regular and replacement personnel. The Village will be responsible for all repairs, insurance, maintenance and any other direct or indirect costs of Village vehicles. The vehicle, and any other equipment assigned to Contractor's employee, and all direct or indirect costs thereof shall not be a separate charge incurred by Contractor under this Agreement; the costs thereof have been taken into account by Contractor in setting forth the consideration in Article 6, and is inclusive of the consideration set forth in Article 6.

ARTICLE 9: Insurance.

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law.
- b. **Professional and General Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, professional and general liability insurance with a single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$10,000,000 (ten million dollars).
- d. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Village shall purchase, and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Village's vehicles, with a minimum single limit of \$1,000,000 (one million dollars) per

occurrence, and additional aggregate coverage of at least \$2,000,000 (two million dollars). It is expressly understood and agreed by the parties that while an employee of Contractor is driving a vehicle owned by the Village, the Village's insurance shall be primary.

- e. To the extent permitted by law, if the Village has insurance or coverage that directly or indirectly covers the acts or omissions of the Contractor or its personnel in connection with their performance pursuant to this Agreement, the Village shall provide the Contractor with a certificate of insurance or other proof of coverage acceptable to the Contractor, and the Village agrees to cooperate in causing the Contractor and its personnel to be additional insured under such insurance or coverage, and immediately notify the Contractor in the event such insurance or coverage lapses, expires, or is otherwise terminated.

ARTICLE 10: Administration.

- a. The Contractor shall be responsible for processing all reports, as required under federal, state, or Village rules and regulations.
- b. If this Agreement or any provision or report prepared in accordance with this Agreement is subject to or requested by any governmental agency, the Contractor shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Village, to the extent such notice is permitted by law or the applicable agency, and the Contractor shall preserve such books and records, at a minimum, for the legally required time period.
- c. The Contractor shall keep adequate original records at the Contractor's principal place of business to allow the Village and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. The Village and its agents shall have the right to inspect such records and shall be given access to such records at any reasonable time upon the Village's request. This provision shall survive the termination of this Agreement. The Contractor shall maintain the records pertaining to the services rendered upon the behalf of the Village, at a minimum, during the term of this Agreement and for the legally required period.

ARTICLE 11: Relationship of the Parties.

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Contractor is an independent contractor with respect to the Village. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Village and/or the Village's employees. No one connected with the Contractor, except in a writing signed by the chief executive of the Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.
- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Village. Except as otherwise provided in this Agreement, all employment-related costs, benefits and expenses arising out of the relationship between Village and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. While Contractor's employees are providing services hereunder, the Village shall be responsible for maintaining a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. The Contractor and the Village agree that the Contractor is an independent contractor and shall be liable for its own actions. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined in this Agreement. The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the Village or be deemed an employee of Village for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement. The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to the Contractor's policies and procedures and consistent with the terms of this Agreement.

ARTICLE 12: Compliance with Law.

The parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters applicable, including but not limited to the following:

- a. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.).** In carrying out the performance required under this Agreement, the parties agree to use their best efforts to comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractor's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts with the Village or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation; provided that the provisions for the termination of this Agreement shall be followed, Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of the Village or similar entity has been given.
- b. **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the Contractor. Knowing or repeated false certification or violation of the requirements of the Drug-free Workplace Act as determined by the Village's Board of Trustees or similar entity may result in sanctions including, but not limited to, termination of this Agreement.
- c. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the Village pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act.
- d. **Educational Loan Default Act (5 ILCS 385/3).** The Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

- e. **Americans with Disabilities Act.** As a condition of receiving this Agreement, the Contractor certifies that services and activities provided under this Agreement comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

The Village shall not require the Contractor to perform any act which is contrary to the aforesaid and the Contractor shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Contractor shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to the Village upon request. For purposes of any defenses or immunities to claims and liabilities to third parties that the Village and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, the Contractor will be deemed the agent of the Village or standing in the shoes of the Village with respect to such defenses and immunities available to the Village.

ARTICLE 13: Indemnification.

It is expressly understood and agreed that each party shall, to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third party or the other party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the negligent acts or omissions of the other party, its agents, officers, and employees while engaged in the performance of duties under this Agreement . In addition, Village shall, to the extent permitted by law, defend, indemnify, save, and hold harmless Contractor, its affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) attributable to the directions of the Village's Board of Trustees or Mayor, its agents, officers, and employees while engaged in their functions as Board of Trustees or Mayor.

No party shall have any obligation under this Article 13 with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or

deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified party shall immediately refund such monies and expenses paid pursuant to this Article.

Neither party shall be obligated to indemnify the other party for any claim or liability: (a) involving a claim by one party against the other party; (b) to the extent prohibited by law; (c) to the extent the party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a party is not in breach of its indemnification obligations hereunder, no party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the party providing such indemnification.

Notwithstanding the above paragraph, neither party shall be liable to the other for indemnification for, and each party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed under Article 6 shall not be deemed excluded damages.

This indemnification obligation shall be deemed to contractual in nature and shall survive any termination of this Agreement.

ARTICLE 15: Confidentiality.

Trade secrets and confidential information that may be received by any party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing party and shall be kept confidential by the party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each party agrees to surrender to the disclosing party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing party. The obligations of this Article will survive the termination or expiration of this Agreement.

ARTICLE 16: Publicity.

The Contractor shall not without the prior written consent of the Village: (a) refer to, identify, or use the name or any trade name or trademark of the Village or any of its employees in any advertising or communications to the public by the Contractor made in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the Village or any of its employees, this Agreement, the services or any related

activities, or (c) take any photographs, video or other recordings of the property of the Village or any of its employees.

ARTICLE 17: Non-Solicitation Agreement.

The parties agree that neither party shall knowingly directly or indirectly solicit the other party's personnel for employment during the term of this Agreement and for a period of six (6) months after this Agreement ends for any reason without prior written approval from the other party. This does not preclude either party from hiring personnel when personnel terminated their employment without solicitation of the other party and directly approaches the other party for employment.

ARTICLE 18: Force Majeure.

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall promptly notify the other party of such event and use reasonable efforts to remedy its inability to perform.

ARTICLE 19: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 20: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

Contractor:

Michael G. Tillman
Vice President
Municipal Management Services, Inc.
395 West Lake Street
Elmhurst, Illinois 60126

Village:

Mayor William E. Offerman
Village of Elwood
401 E. Mississippi Street
Elwood, IL 60421

ARTICLE 21: Entire Agreement and Assignment.

This Agreement contains the entire agreement and understanding between the parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the party against which the waiver is asserted

The Contractor may use sub-contractors to provide the personnel necessary to its obligations under this Agreement; provided that the Contractor agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither the Contractor nor the Village may assign this Agreement or its obligations without the other party's prior written consent that shall not be unreasonably withheld, provided that the Contractor may utilize the employees or contractors of third parties to provide the Village with qualified personnel without obtaining the prior written consent of the Village. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

ARTICLE 22: Governing Law.

This Agreement and the parties' relationship shall be construed in accordance with, and governed by the laws of the State of Illinois without regard to applicable conflict of law principles. In the event of any dispute between the parties, the prevailing party shall be entitled to its reasonable attorney fees and costs. All disputes relating to or arising out of this Agreement or the parties' relationship shall be resolved exclusively in the federal and state courts located in the County of Dupage, Illinois, and the parties hereby waive all objections to personal jurisdiction, venue, or forum non-conveniens therein.

ARTICLE 23: Severability.

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. Where there is no "blue penciling", the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the

parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other party if the terminating party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement not modified pursuant to this article shall remain in full force and effect.

ARTICLE 24: Authority.

The Contractor represents that this Agreement is executed pursuant to approval of its President, and the Village represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

ARTICLE 25: Headings.

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 26: HIPAA Privacy and Security.

Contractor's employees on-site at Village may receive or have access to protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. 160.103 and any amendments thereto. Village acknowledges that Contractor's employees on-site shall be designated and treated by Village as a member of Village's workforce rather than as a business associate under the standards for privacy of PHI under HIPAA. As allowed under HIPAA, Village makes this workforce designation because it has determined: Contractor's on-site employees shall have his/her primary duty stations on-site at Village; Contractor's on-site employees for purposes of PHI will be under the direct control of Village; Contractor's on-site employees do not have access to, receive, or transmit PHI outside of Village's managed technology service systems, or create or maintain PHI in the performance of services under this Agreement.

At any time one of the aforementioned factors ceases to exist, the parties shall re-evaluate the workforce member designation. If the parties determine that the workforce member designation is no longer applicable and a business associate agreement (BAA) is necessary, the parties shall enter into a BAA within thirty (30) days of such determination containing terms and conditions the parties mutually require and compliant with HIPAA and until a BAA is executed, Contractor's employees shall not have any access to PHI.

The parties acknowledge that Contractor and its employees located off-site do not have access to receive, or transmit PHI, or create or maintain PHI in the performance of services under this Agreement. If any off-site employees of

Contractor need access to PHI, Contractor shall provide written notice of same to Village whereupon the parties shall have thirty (30) days from date of notice within which to enter into a BAA containing terms and conditions the parties mutually require and compliant with HIPAA.

Village has relied on the definitions of workforce member and business associate in 45 CFR 160.103 in effect as of the execution date of this Agreement and on sub-regulatory guidance issued by the federal Office of Civil Rights. If at any time the definitions or sub-regulatory guidance are modified such that the on-site employees can no longer be designated as workforce members, Village may terminate the workforce member designation upon sixt (60) days' prior written notice to Contractor. Until a BAA is executed, Contractor's on-site employees shall not have any access to PHI and the Parties shall attempt to negotiate and enter into a BAA containing terms and conditions the Parties mutually require and compliant with HIPAA.

As members of Village's workforce, the Contractor's on-site employees shall: abide by Village's written HIPAA policies and procedures, subject to the limitations set forth below; carry out their obligations necessary for the performance of services in compliance with HIPAA as a workforce member; and attend Village's HIPAA trainings.

Contractor's on-site employees shall also undergo Contractor's HIPAA training.

IN WITNESS WHEREOF: the parties have executed this Agreement to be effective on the date first stated above.

Village of Elwood



William Offerman, Mayor

7-20-2016

Date

MUNICIPAL MANAGEMENT SERVICES, INC.



Michael G. Tillman, Vice President

8/3/2016

Date



July 28, 2017

Village of Elwood
President Todd Matichak
401 E Mississippi Avenue
Elwood IL 60421

Dear President Matichak:

Enclosed, please find a fully executed copy of the Municipal Management Services Inc Personnel Services Contract for the Village's records. On behalf of our entire organization, I thank you and the Village of Elwood for renewing our agreement and for entrusting our firm to provide personnel services to your Village.

My staff and I look forward to continuing to provide the Village of Elwood with professional and customer service friendly personnel services.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Tillman".

Michael G Tillman
Vice President
Municipal Management Services, Inc.



**MUNICIPAL MANAGEMENT SERVICES,
INC.**

PERSONNEL SERVICES CONTRACT

FOR THE

Village of Elwood

August 29, 2017 through August, 28, 2018

This Agreement made and entered into this 29th day of August 2017, by and between Municipal Management Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Village of Elwood, an Illinois Municipal Corporation (hereinafter referred to as "Village"), together the Contractor and the Village are collectively referred to as the "parties").

WHEREAS, the Contractor is in the business of furnishing personnel to municipalities for various positions;

WHEREAS, the Village provides municipal services for residents of the Village;

WHEREAS, the Village wishes to out-source its Village Administrator position on an independent contractor basis in order to obtain the Contractor's services for Administration and Management of Village, and the Contractor wishes to provide such services on an independent contractor basis to the Village (the "Assignment"); and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean the Contractor's employees placed with the Village pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

ARTICLE 1: Term.

The term of this Agreement shall be for a period of one (1) year commencing August 29, 2017 and ending August 28, 2018 ("Initial Term") unless cancelled earlier by written notice by either party or terminated by written notice of a breach of this Agreement pursuant to Article 2, or operation of law, in which case this Agreement will terminate immediately on the date of the written notice, unless such early cancellation or termination would give rise to liability to either party under the federal or state laws known as WARN Acts or similar laws, in which case such cancellation or termination shall be delayed so the parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law. The Initial Term of this Agreement shall automatically renew for subsequent sixty (60) day terms ("Subsequent Terms) unless earlier terminated by written notice by either party sixty (60) days before the end of either the Initial Term or any Subsequent Term or written notice of a breach by either party or by operation of law or unless a new agreement is executed by the parties.

ARTICLE 2: Cancellation.

Either party to this Agreement may cancel this Agreement without cause upon providing the other party sixty (60) days' written notice prior to the expiration of the Initial Term or any Subsequent Term and this Agreement and the parties' obligations thereunder shall end at the end of such sixty (60) notice period. If one party shall commit a material breach of this Agreement, the other party shall provide a detailed written statement of the claimed material breach. The allegedly breaching party shall have five (5) business days to cure such breach, if curable, unless residents' safety forms the basis, in whole or in part, of the material breach, in which case, the breach must be cured within forty-eight (48) hours of notice of the breach. The acceptance of such cure shall not be unreasonably withheld. Where the cure has not been accepted, the Contractor shall have an opportunity to be heard by the Village's Board of Trustees or similar entity before any decision on termination or cancellation is made. Where the cure has not been accepted and opportunity to be heard has occurred, this Agreement shall terminate on the expiration date of the cure period or any extension given on the basis of the opportunity to be heard, unless the parties agree that additional time is necessary to ensure an orderly transfer of Village Administrator position service to ensure the safety of the citizens of the Village, but in no event shall such additional time extend for more than 30-days without agreement of both parties.

Upon termination of this Agreement, the Village's sole obligation to the Contractor shall be to remit any outstanding payments owed to the Contractor for services rendered up to and including the expiration date.

ARTICLE 3: Personnel Provided.

The Contractor shall utilize its best efforts to provide personnel identified below with the required skills, experience, and other qualifications for the Assignment, including but not limited to recruiting, interviewing, any applicable testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement;

However, in no event does the Contractor guarantee the qualifications or fitness of any personnel provided by the Contractor for any particular purpose and in fact disclaims such guarantee, liability, or warranty to the fullest extent permitted by law.

- a. The Contractor shall provide one (1) full-time Village Administrator to the Village. The Village Asministrator shall be scheduled to work 40-50 hours per week as a Village Administrator. The Village Administrator shall operate under the direction and supervision of

Contractor and in consultation with the Village Board of Trustees and Mayor.

- b. The Contractor shall assign replacement personnel, to be chosen in Contractor's discretion, to the Assignment in the event of long-term illness, or any other event that causes long-term absence of the regularly assigned Village Administrator. The Contractor shall take the same best efforts to ensure that replacement personnel have the same necessary qualifications that Contractor requires of the regularly assigned Village Administrator.
- c. If the employment of any assigned Contractor's employee is terminated with Contractor, the Contractor shall immediately notify the Village Board of Trustees and the Contractor shall provide a suitable replacement.
- f. Prior to beginning work on the Assignment, the Contractor shall take reasonable measures to require that all assigned personnel shall attend Contractor's orientation program at Contractor's facility and at Contractor's expense.
- i. Personnel provided pursuant to this Agreement shall be required to meet the Essential Duties, Job Functions, and possess the required Knowledge, Skills, Abilities and Minimum Qualifications as described in Exhibit A of this Agreement.
- k. The Village shall be solely responsible to provide Contractor's employees with use of the Village's facilities and vehicles while on duty so that Contractor's employees shall have ready access to perform its Assignment.

ARTICLE 4: Selection of Personnel.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all legal authority, the provision and selection of personnel shall be as follows:

- a. The Village may request the Contractor to no longer assign any given Contractor's employee to the Village for any legal reason. Such request shall be made in writing and shall detail the reason(s) for the request. Upon receipt of such request, the Contractor shall conduct an immediate review and, after such review, if reassignment is deemed appropriate, Contractor shall make the determination as to whether or not to replace its employee with another qualified employee and shall provide a permanent replacement within a

reasonable period. All temporary and permanent replacement Contractor's employees shall be selected in accordance with the foregoing provisions of this Agreement. However, the power to hire and terminate personnel shall at all times reside with the Contractor.

- b. The Contractor shall conduct drug screenings and background checks on personnel assigned to perform services under this Agreement which may include a criminal screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by the Village or required by law, the Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required documentation for each applicant or personnel. The Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, if requested, to the Village. The Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish it under the terms of this Agreement.
- c. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

ARTICLE 5: Duties.

In order to ensure the orderly and safe operation of Village pursuant to this Agreement and consistent with all authority, the duties of Contractor's personnel shall be as follows:

- a. Contractor's regular and replacement personnel employees assigned shall perform Village Administrator duties and any related operational matters as assigned by the Contractor in consultation with the Village's Board of Trustees or Mayor and in accordance with the job description contained in Exhibit A. All regular and replacement personnel serve under the supervision of the Contractor in consultation with the Village's Board of Trustees or Mayor. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; personnel shall report to Contractor for all employment and disciplinary related matters of its employee.
- b. Contractor will maintain employment, training and certification records for Contractor's employees assigned to the Village.

ARTICLE 6: Consideration.

a. Year 1: In consideration for the services to be provided by Contractor to the Village pursuant to the provisions of this Agreement, the Village will pay Contractor the total sum of \$114,036.00 payable in twelve monthly installments of \$9,503.00, due and payable on the 28th day of each month, commencing September 1st, 2017, subject to adjustment pursuant to the terms of this Agreement.

If the Village Administrator opts to enroll in the Contractor's Health Benefit Package, Contractor shall charge an additional annual fee described below based on the health insurance package that is chosen by its employee:

• Silver Employee Only	\$8,012.54
• Silver Employee + 1	\$18,786.34
• Silver Family	\$28,495.70
• Gold Employee Only	\$8,740.08
• Gold Employee +1	\$20,450.22
• Gold Family	\$30,926.54

d. The parties agree that the fees set forth in Article 6(a) are based on their assumption that the personnel assigned to the Village will work the hours set forth in Article 3(a). If compensation to assigned personnel should vary during the term of this Agreement, the parties agree to re-negotiate the fees in good faith to reach a fair price that compensates Contractor for any increased costs (including but not limited to contributions to Contractor's Profit Sharing 401(k) plan and health insurance premiums) as well as a reasonable administrative fee.

e. The Contractor shall be solely responsible for:

- i. Compensating and providing the employment benefits set forth in this Agreement, if any;
- ii. Making all required deductions from compensation paid to the personnel and timely remitting such deductions and any required contributions from the Contractor to the appropriate government agency as required by law;
- iii. Complying with all applicable federal, state and local laws and regulations regarding the employment of such personnel.

- iv. The Contractor will properly and timely file all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
- v. The Contractor's personnel and employees shall not be entitled to participate in any of the Village's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- vi. The Contractor will use its best efforts to ensure that each personnel assigned to the Assignment will be at least 18 years of age and either a United States citizen or an individual lawfully entitled to perform work. The Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless the Village, to the extent permitted by law, from such audits, fines or penalties described above.
- vii. The Village will promptly advise the Contractor in writing of any billing dispute or any other problem. The Village and the Contractor will identify and attempt to promptly resolve all billing disputes through face-to-face meetings between the Village and the Contractor's representative in charge of this account. If the parties are unable to resolve the dispute through face-to-face meetings, the parties agree to submit the dispute to a mediator agreed upon by the parties or in accordance with the rules of the JAMS, with each party bearing half of the mediation costs. The Village will pay the undisputed portion of billable transactions as set forth above.
- viii. The Contractor and the Village will promptly furnish to the other party such information that such other party may request to enable each of them to analyze the services and the activities of the other party and the personnel involved in the dispute.

ARTICLE 7: Limitation of Authority.

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all

third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Contractor or its employees assigned to Village pursuant to this Agreement have the right or authority, express or implied, to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party without the approval of the Village's Board of Trustees via a resolution or ordinance.

The parties agree that they shall not use the name, trademarks, or service marks of the other party for the purposes of advertising, sales promotion or other similar purposes without the prior written approval of the other party. Neither the Contractor nor the Village shall publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of the other party, absent a legal obligation to do so or pursuant to a subpoena or legal process.

ARTICLE 8: Equipment.

In order to ensure the orderly and safe operation of Village consistent with all legal authority, the Village shall supply a Village owned vehicle for all regular and replacement personnel. The Village will be responsible for all repairs, insurance, maintenance and any other direct or indirect costs of Village vehicles. The vehicle, and any other equipment assigned to Contractor's employee, and all direct or indirect costs thereof shall not be a separate charge incurred by Contractor under this Agreement; the costs thereof have been taken into account by Contractor in setting forth the consideration in Article 6, and is inclusive of the consideration set forth in Article 6.

ARTICLE 9: Insurance.

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law.
- b. **Professional and General Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, professional and general liability insurance with a single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$10,000,000 (ten million dollars).
- d. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Village shall purchase, and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while

Contractor's employees are driving Village's vehicles, with a minimum single limit of \$1,000,000 (one million dollars) per occurrence, and additional aggregate coverage of at least \$2,000,000 (two million dollars). It is expressly understood and agreed by the parties that while an employee of Contractor is driving a vehicle owned by the Village, the Village's insurance shall be primary.

- e. To the extent permitted by law, if the Village has insurance or coverage that directly or indirectly covers the acts or omissions of the Contractor or its personnel in connection with their performance pursuant to this Agreement, the Village shall provide the Contractor with a certificate of insurance or other proof of coverage acceptable to the Contractor, and the Village agrees to cooperate in causing the Contractor and its personnel to be additional insured under such insurance or coverage, and immediately notify the Contractor in the event such insurance or coverage lapses, expires, or is otherwise terminated.

ARTICLE 10: Administration.

- a. The Contractor shall be responsible for processing all reports, as required under federal, state, or Village rules and regulations.
- b. If this Agreement or any provision or report prepared in accordance with this Agreement is subject to or requested by any governmental agency, the Contractor shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Village, to the extent such notice is permitted by law or the applicable agency, and the Contractor shall preserve such books and records, at a minimum, for the legally required time period.
- c. The Contractor shall keep adequate original records at the Contractor's principal place of business to allow the Village and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. The Village and its agents shall have the right to inspect such records and shall be given access to such records at any reasonable time upon the Village's request. This provision shall survive the termination of this Agreement. The Contractor shall maintain the records pertaining to the services rendered upon the behalf of the Village, at a minimum, during the term of this Agreement and for the legally required period.

ARTICLE 11: Relationship of the Parties.

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Contractor is an independent contractor with respect to the Village. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Village and/or the Village's employees. No one connected with the Contractor, except in a writing signed by the chief executive of the Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.
- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Village. Except as otherwise provided in this Agreement, all employment-related costs, benefits and expenses arising out of the relationship between Village and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. While Contractor's employees are providing services hereunder, the Village shall be responsible for maintaining a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. The Contractor and the Village agree that the Contractor is an independent contractor and shall be liable for its own actions. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined in this Agreement. The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the Village or be deemed an employee of Village for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement. The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to the Contractor's policies and procedures and consistent with the terms of this Agreement.

ARTICLE 12: Compliance with Law.

The parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters applicable, including but not limited to the following:

- a. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.).** In carrying out the performance required under this Agreement, the parties agree to use their best efforts to comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractor's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts with the Village or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation; provided that the provisions for the termination of this Agreement shall be followed, Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of the Village or similar entity has been given given.
- b. **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the Contractor. Knowing or repeated false certification or violation of the requirements of the Drug-free Workplace Act as determined by the Village's Board of Trustees or similar entity may result in sanctions including, but not limited to, termination of this Agreement.
- c. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the Village pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act.
- d. **Educational Loan Default Act (5 ILCS 385/3).** The Contractor certifies that this Agreement is not in violation of the Educational

Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

e. **Americans with Disabilities Act.** As a condition of receiving this Agreement, the Contractor certifies that services and activities provided under this Agreement comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

The Village shall not require the Contractor to perform any act which is contrary to the aforesaid and the Contractor shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Contractor shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to the Village upon request. For purposes of any defenses or immunities to claims and liabilities to third parties that the Village and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, the Contractor will be deemed the agent of the Village or standing in the shoes of the Village with respect to such defenses and immunities available to the Village.

ARTICLE 13: Indemnification.

It is expressly understood and agreed that each party shall, to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third party or the other party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the negligent acts or omissions of the other party, its agents, officers, and employees while engaged in the performance of duties under this Agreement. In addition, Village shall, to the extent permitted by law, defend, indemnify, save, and hold harmless Contractor, its affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) attributable to the directions of the Village's Board of Trustees or Mayor, its agents, officers, and employees while engaged in their functions as Board of Trustees or Mayor.

No party shall have any obligation under this Article 13 with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately

dishonest conduct, or intentional misconduct of the other party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified party shall immediately refund such monies and expenses paid pursuant to this Article.

Neither party shall be obligated to indemnify the other party for any claim or liability: (a) involving a claim by one party against the other party; (b) to the extent prohibited by law; (c) to the extent the party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a party is not in breach of its indemnification obligations hereunder, no party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the party providing such indemnification.

Notwithstanding the above paragraph, neither party shall be liable to the other for indemnification for, and each party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed under Article 6 shall not be deemed excluded damages.

This indemnification obligation shall be deemed to contractual in nature and shall survive any termination of this Agreement.

ARTICLE 15: Confidentiality.

Trade secrets and confidential information that may be received by any party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing party and shall be kept confidential by the party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each party agrees to surrender to the disclosing party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing party. The obligations of this Article will survive the termination or expiration of this Agreement.

ARTICLE 16: Publicity.

The Contractor shall not without the prior written consent of the Village: (a) refer to, identify, or use the name or any trade name or trademark of the Village or any of its employees in any advertising or communications to the public by the Contractor made in any form; (b) make publicity releases, promotional or marketing

materials, announcements, customer listings, testimonials, or advertising regarding the Village or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of the Village or any of its employees.

ARTICLE 17: Non-Solicitation Agreement.

The parties agree that neither party shall knowingly directly or indirectly solicit the other party's personnel for employment during the term of this Agreement and for a period of six (6) months after this Agreement ends for any reason without prior written approval from the other party. This does not preclude either party from hiring personnel when personnel terminated their employment without solicitation of the other party and directly approaches the other party for employment.

ARTICLE 18: Force Majeure.

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall promptly notify the other party of such event and use reasonable efforts to remedy its inability to perform.

ARTICLE 19: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 20: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

Contractor:

Michael G. Tillman
Vice President
Municipal Management Services, Inc.
395 West Lake Street

Elmhurst, Illinois 60126

Village: Mayor Todd C. Matichak
Village of Elwood
401 E. Mississippi Street
Elwood, IL 60421

ARTICLE 21: Entire Agreement and Assignment.

This Agreement contains the entire agreement and understanding between the parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the party against which the waiver is asserted

The Contractor may use sub-contractors to provide the personnel necessary to its obligations under this Agreement; provided that the Contractor agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither the Contractor nor the Village may assign this Agreement or its obligations without the other party's prior written consent that shall not be unreasonably withheld, provided that the Contractor may utilize the employees or contractors of third parties to provide the Village with qualified personnel without obtaining the prior written consent of the Village. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

ARTICLE 22: Governing Law.

This Agreement and the parties' relationship shall be construed in accordance with, and governed by the laws of the State of Illinois without regard to applicable conflict of law principles. In the event of any dispute between the parties, the prevailing party shall be entitled to its reasonable attorney fees and costs. All disputes relating to or arising out of this Agreement or the parties' relationship shall be resolved exclusively in the federal and state courts located in the County of Dupage, Illinois, and the parties hereby waive all objections to personal jurisdiction, venue, or forum non-conveniens therein.

ARTICLE 23: Severability.

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from

this Agreement. Where there is no "blue penciling", the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other party if the terminating party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement not modified pursuant to this article shall remain in full force and effect.

ARTICLE 24: Authority.

The Contractor represents that this Agreement is executed pursuant to approval of its President, and the Village represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

ARTICLE 25: Headings.

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 26: HIPAA Privacy and Security.

Contractor's employees on-site at Village may receive or have access to protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. 160.103 and any amendments thereto. Village acknowledges that Contractor's employees on-site shall be designated and treated by Village as a member of Village's workforce rather than as a business associate under the standards for privacy of PHI under HIPAA. As allowed under HIPAA, Village makes this workforce designation because it has determined: Contractor's on-site employees shall have his/her primary duty stations on-site at Village; Contractor's on-site employees for purposes of PHI will be under the direct control of Village; Contractor's on-site employees do not have access to, receive, or transmit PHI outside of Village's managed technology service systems, or create or maintain PHI in the performance of services under this Agreement.

At any time one of the aforementioned factors ceases to exist, the parties shall re-evaluate the workforce member designation. If the parties determine that the workforce member designation is no longer applicable and a business associate agreement (BAA) is necessary, the parties shall enter into a BAA within thirty (30) days of such determination containing terms and conditions the parties mutually require and compliant with HIPAA and until a BAA is executed, Contractor's employees shall not have any access to PHI.

The parties acknowledge that Contractor and its employees located off-site

do not have access to receive, or transmit PHI, or create or maintain PHI in the performance of services under this Agreement. If any off-site employees of Contractor need access to PHI, Contractor shall provide written notice of same to Village whereupon the parties shall have thirty (30) days from date of notice within which to enter into a BAA containing terms and conditions the parties mutually require and compliant with HIPAA.

Village has relied on the definitions of workforce member and business associate in 45 CFR 160.103 in effect as of the execution date of this Agreement and on sub-regulatory guidance issued by the federal Office of Civil Rights. If at any time the definitions or sub-regulatory guidance are modified such that the on-site employees can no longer be designated as workforce members, Village may terminate the workforce member designation upon sixt (60) days' prior written notice to Contractor. Until a BAA is executed, Contractor's on-site employees shall not have any access to PHI and the Parties shall attempt to negotiate and enter into a BAA containing terms and conditions the Parties mutually require and compliant with HIPAA.

As members of Village's workforce, the Contractor's on-site employees shall: abide by Village's written HIPAA policies and procedures, subject to the limitations set forth below; carry out their obligations necessary for the performance of services in compliance with HIPAA as a workforce member; and attend Village's HIPAA trainings.

Contractor's on-site employees shall also undergo Contractor's HIPAA training.

IN WITNESS WHEREOF: the parties have executed this Agreement to be effective on the date first stated above.

Village of Elwood

Todd C Matichak
Todd Matichak, Mayor
7/20/2017
Date

MUNICIPAL MANAGEMENT SERVICES, INC.

Michael G. Tillman
Michael G. Tillman, Vice President
7/27/17
Date

**Village
Administrator
Job Description**

Supervised by:

Village Council & Municipal Management Services, Inc.

Supervises:

Directly supervises the Clerk/Treasurer, Department Heads, and Indirectly supervises all other employees.

FLSA Status:

Exempt (Salary)

General Summary:

As Chief Administrative Officer of the Village, plans, develops, and implements a diverse range of Village services to meet policy directives and community needs. Oversees the organization and direction of all Village departments and acts as Village Personnel Director.

Essential Duties and Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Oversees the general operations of all Village departments and activities. Initiates studies and monitors operations to ensure quality services are provided in an efficient and timely manner.
2. Recommends policies and programs to the Village Council. Provides information to the Council to aide in its deliberations. Implements policies set forth by the Council.
3. Develops long-range plans and management strategies to realize goals in accordance with Council directives, community needs, demographic trends, and Village vision. Assesses operational costs, analyzes administrative and capital needs and makes appropriate recommendations.
4. Represents the Village at local, regional, and state meetings and conferences. Negotiates contracts and agreements on behalf of the Village. Presents the official Village position on issues related to finances and operations.
5. Responds to inquiries, resolves citizen complaints, and recommends remedial action related to Village policies and services. Meets with citizens and community groups to address concerns and participates in civic activities as appropriate.
6. Supervises all Village employees either directly or through department heads. Provides overall direction for the selection, training, recognition, discipline, and discharge of all Village employees. Develops, recommends, and enforces personnel policies. Negotiates and administers labor agreements.
7. Serves as the Village's legislative coordinator. Stays current of proposed changes in legislation that may impact the Village. Communicates Village needs to State and Federal officials.

8. Oversees the development of a five-year capital improvement program. Monitors capital needs and determines appropriate financing mechanisms for larger purchases and projects.
9. Oversees the development of budget requests, financial plans, and forecasts, and preparation of the annual budget. Administers fiscal policy, ensures the proper administration of the budget, and keeps the Village Council fully apprised of the Village's present financial condition and future needs.
10. Sets the agenda for and attends all Village Council meetings. Performs research, recommends policies and programs, enforces ordinances, and implements policy as set forth by the Council. Attends meeting of various boards, authorities, associations, and commissions as required.
11. Acts as spokesperson for the Village. Represents the Village to various individuals, entities, agencies, and other governmental units. Responds to inquiries from the public, the media, and others. Communicates the Village's interests and presents the Village's official position on issues.
12. Coordinates Village operations and activities with other governmental units. Participates in the negotiations and administration of cooperative agreements, mutual aid compacts, or other contracts.
13. Prepares grant proposals and consults with granting agencies in securing and administering grants. Completes requisite reporting and paperwork.
14. Negotiates contracts and agreements on behalf of the Village. Enforces the terms and conditions of all contracts to which the Village is a party. Supervises all special projects.
15. Develops a communication and marketing plan for both external and internal audiences. Including, but not limited to, development and maintenance of the Village web site and publication of a quarterly newsletter.
16. Performs related work as required.

Hours of Work

- Monday through Friday
- 8:30AM – 5:00PM
- Obligatory attendance at meetings outside of standard operating hours, multiple times a month.
- Required to respond in case of emergency on a 24-hour basis.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- A Bachelor's Degree in public administration, business administration, finance, or related field, and five years' experience of progressively responsible municipal management experience or equivalent.
- Thorough knowledge of the Jaws, ordinances, and regulations pertaining to municipal operations management, budgeting and financial administration, and public information.
- Considerable knowledge of the professional principles, practices, and procedures of public administration.
- A valid State of Illinois Vehicle Operator's License.
- Knowledge of municipal financial and personnel management, contract negotiation, and economic development.
- Knowledge of public relations practices and marketing.

- Skill in compiling and evaluating complex data and formulating policy and service recommendations.
- Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
- Skill in managing diverse programs, services, and personnel.
- Ability to establish effective working relationships use good judgment, initiative, and resourcefulness when dealing with citizens, elected officials, employees, other governmental agencies, and municipal professionals.
- Ability to maintain records and prepare comprehensive reports.
- Ability to effectively communicate and present ideas and concepts orally and in writing
- Ability to work effectively under stress and changes in work priorities.
- Ability to attend meetings at times outside of normal business hours, travel to other locations, and respond to emergencies on a 24-hour basis.
- Ability to effectively train, lead and motivate employees, and supervise and evaluate the work of others.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone. The employee is frequently required to review and produce written and electronic documents.

The employee must occasionally lift and/or move items of light or medium weight. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus. The employee is frequently required to travel to other locations within and outside the Village, and use hands to finger, handles, or feel. The employee is regularly required to stand and walk. The employee is frequently required to attend meetings and make public presentations.

While performing the duties of this job, the employee regularly works in a business office setting. The noise level in the work environment is usually quiet, but can become loud in field situations. The employee occasionally works in other areas of the Village and may be exposed to adverse weather conditions, fumes, airborne particles, or other environmental situations.