

ORDINANCE NUMBER 21 - 39

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK  
AND KANE COUNTIES, ILLINOIS, APPROVING AN  
EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR  
(ERIKA STORLIE)**

**WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village President has appointed Erika Storlie to the office of Village Administrator and the Board of Trustees have given advice and consent to the appointment; and

**WHEREAS**, the Village President and Board of Trustees desire to approve the "Employment Agreement for the Village Administrator" attached hereto as **EXHIBIT A**, and made a part hereof, by and between the Village and Village Administrator Storlie ("Employment Agreement"), which sets forth the terms of Village Administrator Storlie's employment with the Village; and

**WHEREAS**, the Village has the authority to approve the Employment Agreement pursuant to its home rule authority and 65 ILCS 5/8-1-7(b); and

**WHEREAS**, the Village President and Board of Trustees have determined that entering into the Employment Agreement best serves the Village, its residents and the public's health, safety and welfare;

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

**SECTION 1: Incorporation.** That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

**SECTION 2: Approval and Execution.** That the Village President and Board of Trustees approve the Employment Agreement, authorize the execution of the Employment Agreement, and direct the Village President and the Village Clerk, or their designees, to execute the Employment Agreement, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Employment Agreement. The Village President and Board of Trustees authorize and direct Village staff to comply with all of the applicable obligations of the Village under the Employment Agreement.

**SECTION 3: Severability.** That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 4: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 5: Effect.** That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

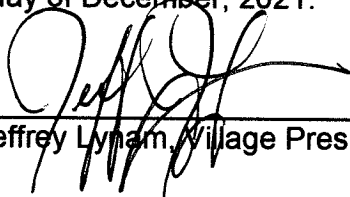
**ADOPTED** this 6th day of December, 2021 pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano, Treiber and Sauder

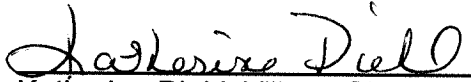
NAYES: Ø

ABSENT: Ø

**APPROVED** by me this 6th day of December, 2021.

  
\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

  
\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this 7<sup>th</sup> day of December, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on December 7, 2021.

**EXHIBIT A**

**EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR**

(attached)

**VILLAGE OF EAST DUNDEE**  
**EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR**

This Employment Agreement is made as of the date written below, by and between the Village of East Dundee, Kane and Cook Counties, Illinois (hereinafter referred to as the "Village") and Erika Storlie, (hereinafter referred to as "Village Administrator").

In consideration of the mutual covenants and consideration set forth herein, the Village and Village Administrator agree as follows:

**I. TERM OF ENGAGEMENT**

The Village hereby engages the Village Administrator, for a term commencing December 13, 2021, and, subject to the terms and conditions hereof, until April 30, 2025 (the "Term"). The Village Administrator shall be considered an employee of the Village.

**II. SCOPE OF DUTIES**

A. The Village Administrator shall provide administrative services to the Mayor, Trustees and Village staff and shall advise Village officials on policy issues affecting all aspects of Village organization and operations, within the scope of her competence.

B. The Village Administrator shall act on behalf of the Mayor and Board of Trustees as an agent in supervising and directing Village staff in the performance of their duties. She shall advise and consult with Village officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and Board of Trustees shall advise all Village officers and employees to cooperate with and assist the Village Administrator and to seek the advice of the Village Administrator on all administrative and policy questions before communicating with any elected official. Except in an emergency, no individual elected official shall issue any directive to any Village employee without first consulting with the Village Administrator. In case of any directive issued in an emergency, the elected official shall inform the Village Administrator of the circumstances at the first opportunity.

C. The Village Administrator shall attend all regular and special meetings of the Village Board, unless excused by the Board.

### **III. HOURS OF WORK**

The Village Administrator is expected to render full time hours associated with this position to accomplish her duties to the satisfaction of the Board. The Village Administrator and the Village agree that the Village Administrator is exempt from the protections of the FLSA and Illinois law, with respect to overtime.

### **IV. SALARY**

The Village shall pay the Village Administrator an annual salary of One Hundred Seventy Thousand Dollars (\$170,000), commencing December 13, 2021, for a period of twelve months, said salary to be increased on a date which is twelve (12) months from the commencement of the Term and every twelve (12) months thereafter during the Term of this Agreement in an amount to be determined by the Village. Said salary shall be paid in installments on the same schedule as Village payroll and accounts payable checks. The Village will provide the same fringe benefit package provided to other employees not covered by a collective bargaining agreement during this period and withhold federal income taxes, state income taxes, FICA taxes and IMRF withholdings as provided for other employees.

### **V. PROFESSIONAL ASSOCIATIONS**

The Village agrees to budget and pay the professional dues for the Village Administrator to maintain her membership in the International City/County Management Association ("ICMA") and the Illinois City/County Management Association ("ILCMA"). Further, the Village agrees to budget and pay for the Village Administrator's annual attendance at one (1) local and one (1) national conference each year during the Term. The expenses of the Village pursuant to this paragraph shall be subject to an annual maximum of Four Thousand Dollars (\$4,000.00).

### **VI. RETIREMENT PLAN**

The Village Administrator is entitled to participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program as may be allowed by law.

### **VII. TERMINATION**

A. Basis for Termination. Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of the following events: (i) the Village Administrator's death, (ii) the Village Administrator's resignation, or (iii) termination of the Village Administrator's employment pursuant to Section VII.B. below.

B. The President, with the advice and consent of the Board of Trustees of the Village may terminate this Agreement at any time, for any reason or no reason at all, in accordance with state law and Village ordinance. In the event the Administrator's employment is terminated without cause, any time after the first six (6) months of the term of this Agreement, the Village shall pay an amount equal to twenty (20) weeks' salary, plus all accrued employee benefits to which the Village Administrator is entitled under the personnel manual, provided the Village Administrator signs and does not revoke a mutually agreeable resignation and severance agreement and release of all claims as prepared by the Village Attorney. No severance pay shall be due the Village Administrator where the termination (i) occurs during the first six (6) months of the term of this Agreement; (ii) is based on the Village Administrator's conviction of a misdemeanor or felony charge in any way relating to the performance of her duties as Village Administrator; (iii) willful malfeasance or willful misconduct by the Village Administrator in connection with her employment; (iv) the Village Administrator's gross negligence in performing any of her duties under this Agreement; (v) the Village Administrator's intentional breach of any written policy applicable to all employees; or (vi) the Village Administrator's material failure to perform significant portions of her duties as Village Administrator or the material breach by the Village Administrator of any of the terms of this Agreement.

#### **VIII. OTHER BENEFITS**

A. The Village Administrator, in accordance with the approved budget, shall be authorized to participate in and attend civic club functions, meetings, courses, institutes, seminars and conferences which are necessary and desirable for professional development.

B. The Village Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with her responsibilities to the Village set forth in this Agreement during the initial term of the same.

C. The Village will fund a health, dental and vision insurance policy(ies) for the Village Administrator and the Village Administrator may elect coverage for her family under the same terms as other non-union village employees.

D. The Village Administrator shall be entitled to twenty (20) business days paid vacation per year, earned and accrued in the same manner as other Village employees who are not covered by a collective bargaining agreement. This amount shall be increased to twenty-five (25) days per year after the completion of the first year of the Term of this Agreement. To the extent to which the Village Administrator does not use all of her accrued vacation time, the Village Board may, in its discretion, compensate the Village Administrator for days of accrued but unused vacation.

E. The Village Administrator shall accrue sick time in accordance with the Village's sick time policy schedule.

#### **IX. INDEMNIFICATION.**

To the extent permitted by law, the Village will defend, hold harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved gross negligence, willful, wanton or intentional conduct. The Village will indemnify the Village Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the Village Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any

settlement of any claim must be made with prior approval of the Village in order for indemnification, as provided in this Section, to be available.

The Village Administrator recognizes that the Village has the right to compromise and settle any claim or suit unless said compromise or settlement is of a personal nature to the Village Administrator. Further, the Village agrees to pay all reasonable litigation expenses of the Village Administrator throughout the pendency of any litigation to which the Village Administrator is a party, witness, or advisor to the Village arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager. Such expense payments will continue beyond the Village Administrator's service to the Village as long as litigation is pending.

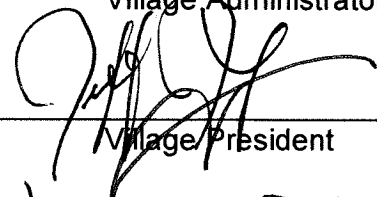
**X. ENTIRE AGREEMENT**

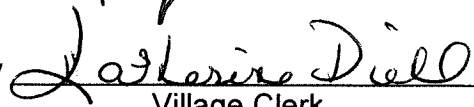
This Employment Agreement contains the complete and entire agreement between the Village and the Village Administrator and supersedes all prior agreements and understandings, whether oral or written with respect to the Village Administrator's employment as Village Administrator with the Village. This Employment Agreement may be changed only by an agreement in writing signed by the Village Administrator and the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of December, 2021.

VILLAGE OF EAST DUNDEE

By   
Village Administrator

By   
Village President

By   
Village Clerk