

RESOLUTION NO. 2023-916

A RESOLUTION OF THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS  
APPOINTING JOHN SCHWARZ AS ASSISTANT VILLAGE MANAGER AND  
AUTHORIZING AND APPROVING THE EXECUTION OF AN EMPLOYMENT  
AGREEMENT BETWEEN THE VILLAGE AND JOHN SCHWARZ FOR  
THE TERMS AND CONDITIONS OF SERVICES RELATED TO HIS  
EMPLOYMENT AS ASSISTANT VILLAGE MANAGER

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
THIS 15<sup>th</sup> DAY OF JUNE 2023

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Westchester, Illinois  
the 15<sup>th</sup> day of June 2023.

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ILLINOIS APPOINTING JOHN SCHWARZ AS ASSISTANT VILLAGE MANAGER  
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THE TERMS AND CONDITIONS OF SERVICES RELATED TO HIS  
EMPLOYMENT AS ASSISTANT VILLAGE MANAGER**

**WHEREAS**, the Village of Westchester, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Corporate Authorities desire to appoint John Schwarz as Village Manager; and

**WHEREAS**, the Village and John Schwarz desire to enter into an agreement for the terms and conditions of services related to his employment as Assistant Village Manager (the “*Agreement*”), a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Westchester (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to authorize and approve the execution of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Westchester, Cook County, Illinois as follows:

**Section 1:** The preambles set forth hereinabove are incorporated herein and made a part of this Resolution.

**Section 2:** The Agreement by and between the Village and John Schwarz, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved by the Corporate Authorities of the Village.

**Section 3:** The Village President and Village Clerk are hereby authorized and directed deliver the Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

**Section 4:** The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

**Section 5:** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6:** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7:** The Village Clerk is hereby authorized and directed to publish this Resolution in pamphlet form and this Resolution shall be in full force and effect immediately after its adoption, approval and publication to ensure the public health, safety and welfare of the residents of the Village.

**PASSED** this 15<sup>th</sup> day of June 2023, pursuant to a roll call vote as follows:

Gia Marie Benline	<u>NAY</u>	Evelyn Slavic	<u>AYE</u>
Peter Marzano	<u>AYE</u>	Nicholas C. Steker	<u>AYE</u>
Robert Morales	<u>      </u>	Victoria M. Vann	<u>AYE</u>
President Greg Hribal		<u>AYE</u>	

**APPROVED** this 15<sup>th</sup> day of June 2023.

  
Greg Hribal, Village President


ATTEST:  
  
Sophia Collins, Village Clerk

Exhibit A

*Agreement*

(see attached)

## **VILLAGE ASSISTANT MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "*Agreement*") made and entered into this 15th day of June, 2023, by and between the **VILLAGE OF WESTCHESTER**, an Illinois municipal corporation (hereinafter referred to as the "*Village*"), and **JOHN SCHWARZ** (hereinafter referred to as the "*Assistant Manager*" or "*Assistant Village Manager*"). The VILLAGE and ASSISTANT MANAGER shall also be referred to in this Agreement, as the "PARTIES" or "PARTY"

### **WITNESSETH:**

**WHEREAS**, the Village is a managerial form of government, pursuant to referendum and Article 5 of the Illinois Municipal Code; and

**WHEREAS**, the Village desires to employ the services of John Schwarz as Assistant Village Manager of the Village of Westchester; and

**WHEREAS**, it is the desire of the Village President and Board of Trustees (the "*Corporate Authorities*" or the "*Village Board*") of the Village to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Assistant Manager; and

**WHEREAS**, the Assistant Manager desires to accept employment as the Assistant Village Manager of the Village; and

**WHEREAS**, the parties to this Agreement wish to reduce the terms and conditions of the Assistant Manager's employment to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### **SECTION 1. DUTIES**

The Village hereby agrees to employ John Schwarz as Assistant Village Manager of the Village, to perform the functions and duties under the supervision of the Village Manager to handle the administrative functions and Village affairs as assigned to him, and to perform such other legally permissible and proper duties and functions as the Village Manager shall, from time to

time, assign to the Assistant Manager.

## **SECTION 2. EMPLOYMENT TERM**

The term of employment (hereinafter referred to as "*Term*"), used in this Agreement, shall be that period of time commencing upon June 26, 2023 (the "*Commencement Date*"), and expiring on June 26, 2027 (hereinafter referred to as the "*Expiration Date*"), unless the Term has been terminated sooner by one of the methods set forth in Section 3. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Village Manager to terminate the services of the Assistant Manager at any time. Nothing contained in this Agreement may be deemed or construed as creating any property or other right to a continuation of the Assistant Manager's employment in any capacity,

## **SECTION 3. TERMINATION**

The Village Manager may remove the Assistant Village Manager and terminate this Agreement at any time. The Village Manager shall cause written notice of its action to remove the Manager to be served upon the Assistant Manager. This Agreement and the Assistant Manager's employment may be terminated at any point during the Term under any of the following circumstances:

- A. The death of the Assistant Manager; or
- B. Resignation by the Assistant Manager. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Assistant Manager to resign at any time from his position with the Village, subject to only thirty (30) days' notice to the Village Manager and subject to the provisions set forth in this Agreement; or
- C. Termination of the Assistant Manager without cause. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Manager to terminate the services of the Assistant Manager and this Agreement at any time without hearing, without cause and with notice, subject only to the provisions set forth in this Agreement; or
- D. Termination of the Assistant Manager with cause. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Manager to terminate the services of the Assistant Manager and this Agreement at any time with cause and

- with notice, subject to only the provisions set forth in this Agreement; or
- E. The occurrence of the Expiration Date.

#### **SECTION 4. SEVERANCE PAY UPON TERMINATION**

- A. Upon the death of the Assistant Manager, the named beneficiary designated by the Assistant Manager shall be entitled to the benefits provided any other department head of the Village.
- B. In the event the services of the Assistant Manager are terminated by the Manager without cause, the Village shall pay the Assistant Manager a lump sum cash payment equal to twenty (20) weeks' salary and continue health and insurance benefits provided as of the time of termination for twenty (20) weeks (hereinafter referred to as "*Severance Pay*"). Notwithstanding the foregoing, if less than twenty (20) weeks remain in the Term and the Assistant Manager is terminated without cause, the Village shall pay the Assistant Manager a lump sum cash payment equal to the number of weeks remaining in the Term, and the Village shall continue health and insurance benefits provided as of the time of termination for the period of weeks remaining in the Term.
- C. In the event the Assistant Manager is terminated for cause, as defined herein, the Village shall have no obligation to pay to the Assistant Manager the Severance Pay. The Village Manager shall report the basis of the for-cause termination to the Corporate Authorities, with a copy of such report being provided to the Village Board. "Cause" as used herein shall mean:
1. a breach of any of the provisions of this Agreement by the Assistant Manager; or
  2. any act of dishonesty, fraud, gross incompetence, misconduct or gross misrepresentation, in connection with the Assistant Manager's employment activities; or
  3. the commission by the Assistant Manager of a felony or any crime involving moral turpitude, or any other act which may cause harm to the Village's standing and reputation; or
  4. malicious or intentional discrimination in hiring, promotion or termination of

any employee for reasons of race, color, religious creed, ancestry, age, sex, marital status, national origin, handicapped status or any other reasons prohibited by law; or

5. deliberately performing any act which unnecessarily endangers the health or safety of employees or others associated with the activities of the Village government; or
6. misappropriation or theft of Village property; or
7. abandonment of job or duties for any unreasonably extended period of time without any explanation of his whereabouts or any statement of commitment regarding when he is to return to the performance of those duties.

D. In the event the services of the Assistant Manager are terminated by the Assistant Manager, then the Village shall have no obligation to pay the Severance Pay.

#### **SECTION 5. SALARY**

The Village agrees to pay the Assistant Manager for services rendered pursuant to this Agreement at an annual salary to be distributed through the normal payroll system, in the amount of one hundred and forty-five thousand dollars (\$145,000.00) per annum with annual reviews. Subject to approval by the Village Board, any increase in salary is to be provided in the same manner as it is to other non-union employees of the Village.

#### **SECTION 6. PERFORMANCE EVALUATION**

A. The Village Manager shall review and evaluate the Assistant Manager six (6) months after the commencement of employment. Thereafter, the Village Manager shall review and evaluate the performance of the Assistant Manager each year, prior to June 26<sup>th</sup>. This review and evaluation shall be in accordance with specific criteria developed jointly by the Assistant Manager and the Village Manager. The criteria may be added to or deleted from, as the Village Manager may, from time to time, determine. Further, the Village Manager shall provide the Assistant Manager with a written summary of the findings of the Village Manager and provide an adequate opportunity for the Assistant Manager to discuss his evaluation with the Village Manager prior to June 26<sup>th</sup>.

B. The Village Manager and the Assistant Manager shall periodically define such



goals and performance objectives which they determine necessary for the proper operation of the Village and the attainment of the Village Board's policy objectives and shall further establish a relative priority among those various goals and objectives, such goals and objectives to be reduced to writing. Such goals shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations that are provided.

#### **SECTION 7. HOURS OF WORK**

The Assistant Manager is expected to maintain regular office hours. In addition, the Assistant Manager shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Assistant Manager must devote time outside the normal office hours to the business of the Village, and to that end, the Assistant Manager shall be employed as a salaried, FLSA-exempt employee. The Assistant Manager agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours.

#### **SECTION 8. OUTSIDE ACTIVITIES**

At no time shall the Assistant Manager engage in paid work for another unit of local government or school district, except as an elected official, nor shall the Assistant Manager perform or consult on other non-Village business, without the prior approval of the Village Board.

#### **SECTION 9. VACATION AND SICK LEAVE**

The Assistant Manager shall be provided with personal days and sick leave in accordance with Article 5 of the Village's Personnel Policy Manual. In addition, during the term of this Agreement, the Assistant Manager shall be entitled to four (4) weeks of paid vacation during each year, provided that the Assistant Manager shall not use more than two (2) consecutive weeks of vacation at any time.

#### **SECTION 10. HEALTH AND LIFE INSURANCE**

The Village agrees to provide comprehensive health, vision, and dental insurance for the Assistant Manager and his dependents and to pay the premiums thereon equal to that which is provided to other non-union employees of the Village. The Village also agrees to provide term

life insurance to the Assistant Manager, as provided to other non-union employees of the Village.

#### **SECTION 11. RETIREMENT**

The Village agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund ("IMRF") for the Assistant Manager's participation in said IMRF retirement plan. The Village and the Assistant Manager agree that the IMRF and social security shall constitute the Assistant Manager's retirement plans. The Village agrees to make contributions to the IMRF plan each year on behalf of the Assistant Manager, in the amounts required by the IMRF for employer contributions, on a percentage basis commensurate with that of other general employees of the Village participating in the IMRF, and to contribute to social security the employer's contribution, as required by law. The Assistant Village Manager agrees that he will be responsible for making the required contributions to the IMRF for his share.

#### **SECTION 12. PROFESSIONAL DEVELOPMENT**

- A. The Village hereby agrees to appropriate annually an amount, per fiscal year, to pay the travel and subsistence expenses of the Assistant Manager for meetings to continue the professional development of the Assistant Manager and to pursue necessary official and other functions for the Village, including but not limited to his attendance at the Annual Conference of the International City Management Association (hereinafter referred to as "ICMA"), and conferences and meetings sponsored by the National League of Cities, Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the Assistant Manager or the Village is a member and as the Village may designate.
- B. The Village will also budget and pay for the travel and subsistence expenses of the Assistant Manager for courses, institutes, and seminars that are necessary for his professional development and for the good of the Village which have been approved by the Village Finance Director and pursuant to the Village's existing reimbursement procedures.
- C. In no event shall the Village's obligations hereunder in this Section 12 exceed \$2,500.00 annually.

### **SECTION 13. GENERAL EXPENSES**

The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Assistant Manager, and hereby agrees to reimburse or to pay said verified general expenses ordinarily and necessarily incurred in the performance of his duties as Assistant Manager, in accordance with the Village's policies regarding such reimbursements. In no event shall reimbursement be made unless adequate funds for such reimbursement have been previously budgeted.

### **SECTION 14. INDEMNIFICATION**

The Village shall defend, save, hold harmless and indemnify the Assistant Manager against any tort, professional liability claims or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Assistant Manager's duties as Assistant Village Manager, in accordance with and limited by applicable law; provided, however, that such indemnification shall not extend to or cover any illegal act or willful or wanton conduct of the Assistant Manager. It is understood hereby that the Village shall pay all costs involved with such defense, holding harmless and indemnity, whether such costs arise out of any settlement or judgment rendered thereon, including attorneys' fees, provided that with respect to the latter, it is understood that the Village shall choose the counsel for the defense of the Assistant Manager as Assistant Village Manager.

### **SECTION 15. BONDING**

The Village shall pay the premium for any fidelity or other bonds required of the Assistant Manager under any State law or ordinance.

### **SECTION 16. NOTICES**

Notices pursuant to this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to: VILLAGE:

Village President Greg Hribal  
Village of Westchester  
10300 West Roosevelt Road  
Westchester, Illinois 60154

If to: ASSISTANT MANAGER:

John Schwarz  


Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Illinois civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service.

#### **SECTION 17. CONFIDENTIALITY**

The Village acknowledges that the Assistant Manager will have access to confidential information (hereinafter referred to as "*Confidential Information*") which is not generally known outside the corporation known as the Village of Westchester. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information, but which has become public other than through a breach of this Agreement or other improper means. The Assistant Manager covenants and warrants that, without the prior written authorization of the Village Board and Village President, the Assistant Manager shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

#### **SECTION 18. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding by and between the Parties with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Parties against whom such waiver is sought to be enforced; moreover,

no valid waiver of any provision of this Agreement shall be deemed a waiver of any other provisions of this Agreement.

**SECTION 19. NO REDUCTION IN BENEFITS**

The Village shall not, at any time during the term of this Agreement, reduce the Village Assistant Manager's salary, compensation or other financial and fringe benefits. The Village Assistant Manager does agree, however, to a reduction of benefits, if necessary, and if fairly applied to all other employees of the Village so as to maintain the economic and fiscal viability of the Village as a whole or to properly manage and execute any of its programs of benefits.

**SECTION 20. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The Parties agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be the Circuit Court of Cook County, Illinois. The Parties agree to voluntarily submit to the jurisdiction of the Circuit Court of Cook County, Illinois for any such proceeding.

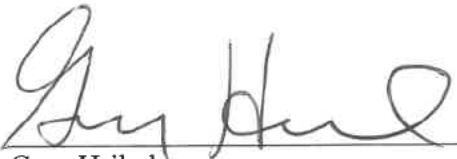
**SECTION 21. SEVERABILITY**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Village of Westchester has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Village Clerk, and the Assistant Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

 6/5/2023  
\_\_\_\_\_  
John Schwarz

\_\_\_\_\_  
Greg Hribal  
Village President

\_\_\_\_\_  
Sophia Collins  
Village Clerk