



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.org>

PERSONNEL COMMITTEE AGENDA

Tuesday, June 16, 2020

7:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/87959807132?pwd=WnlFdldTS1loRFZjeDdhb21aQjdPZz09>

Meeting ID: 879 5980 7132

Password: 370670

Dial by Your Location

+1312-626-6799

1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

1. **PUBLIC COMMENT** – *Any resident wishing to address the Committee may also do so by submitting an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Committee will read such comments during the Public Comment portion of the meeting.*

2. APPROVAL OF MEETING MINUTES

- April 21, 2020
- May 19, 2020

3. STAFFING STUDY

- Public Works Director/Building Inspector and Public Works Maintenance Assistant Positions
- Police Department Positions
 - Police Chief
 - Police Command
 - Police Officer
- Village Accountant/Village Treasurer Position

4. VILLAGE ADMINISTRATOR POSITION

- Authorizing the Change of the VA Position from Contractual to Regular Full-Time Position - September 1, 2020
- Job Description
- Employment Agreement

- Ordinance Change to Bond the Position

5. OTHER ITEMS

- Blackboard Connect Communications

6. ADJOURNMENT

Committee Members:

Suzanne Fahnestock, Chair

Trustee JP Dries

Trustee Brandon Harris

Trustee Jen Ward



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PERSONNEL COMMITTEE MEETING MINUTES

Tuesday, April 14, 2020

7:00 P.M.

Maple Park Civic Center

302 Willow Street, Maple Park, Illinois

Due to the ongoing concern regarding the COVID-19 virus, and in light of the Governor's Disaster Declaration of March 9, 2020, the Personnel Committee meeting has been cancelled.

Next scheduled meeting will be May 19, 2020 at 7:00p.m.

Committee Members:

Suzanne Fahnestock, Chair

Trustee JP Dries

Trustee Brandon Harris

Trustee Jen Ward



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PERSONNEL COMMITTEE AGENDA

Tuesday, May 19, 2020

7:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/82827749660?pwd=bEorMINHaE93MGdWYW82ZEhRVExUT09>

Meeting ID: 828 2774 9660

Password: 501723

Dial by your location

+1 312 626 6799 US (Chicago)

1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Committee Chair Fahnestock called the meeting to order at 7:14p.m. and asked for a roll call. Members answering present were Trustee Dries, and Trustee Fahnestock. Trustees Ward and Harris were absent. No quorum was established so the meeting was called at 7:15p.m.

1. **PUBLIC COMMENT** – *Any resident wishing to address the Committee may also do so by submitting an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Committee will read such comments during the Public Comment portion of the meeting.*

2. APPROVAL OF MEETING MINUTES

- April 21, 2020

3. STAFFING STUDY

4. OTHER ITEMS

- Blackboard Connect Communications

5. ADJOURNMENT

Meeting was adjourned at 7:14p.m. Next meeting scheduled for Tuesday, June 16, 2020 at 7:00p.m.

AGENDA
Personnel Committee Meeting
May 19, 2020
Page 2 of 2

Committee Members:

Suzanne Fahnestock, Chair
Trustee JP Dries
Trustee Brandon Harris
Trustee Jen Ward



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MEMORANDUM

TO: Personnel Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: June 11, 2020

SUBJECT: STAFFING STUDY – PUBLIC WORKS DIRECTOR/BUILDING INSPECTOR
AND PUBLIC WORKS ASSISTANT POSITIONS

BACKGROUND

The Village has been discussing the relevance of the size and composition of its current staffing structure and the need to have a staffing study completed. The following components have been considered in this study:

1. Job Title and Job Description
2. Job Responsibilities
3. Position – Salary or Hourly Rate
4. A cursory Overview of Benefits
5. An Evaluation of Compensatory Time versus Hiring Part-Time Employees.

The study was conducted by a Salary Survey being sent out to the following municipalities: Campton Hills, Cortland, Elburn, Genoa, Hinckley, Kirkland, Pingree Grove, St. Charles, and South Elgin. This mix of municipalities represents a combination of smaller communities that more closely match Maple Park's size, economic structure and current staff size and it also contains neighboring communities that are larger in the previously stated factors and serve as competition for qualified staff.

The Village also wanted to look at providing additional benefits enjoyed by other municipal employees. A more in-depth analysis of the benefits is needed and would include various types of benefits, the cost of those benefits for both the Village and employee.

The study was/will be completed on the following positions: Public Works Director/Building Inspector, Public Works Assistant, Police Chief, Police Command, Police Officer and Village Accountant/Village Treasurer. This memo is presenting information regarding the positions listed in the Subject line of this memorandum.

Public Works Director/Building Inspector

The Village of Maple Park is extremely fortunate to have this hybrid position that combines the responsibilities of a Public Works Director and Building Inspector. Please refer to the Public Works

Director Tab on the 2020 Position Study Results PWC BI PW Main Excel Workbook and scan to the right of the spreadsheet. Here you will note that this position is a working position into a traditional Public Works Director position, whereby, the employee in this position is required to be out in the field conducting the responsibilities of this position, such as pothole patching, street sign installation as well as grass mowing. The position must also conduct building permit application reviews, building inspections and perform code enforcement tasks. As of May 1, 2020, this position supervises one (1) full-time employee. In the prior fiscal year, the position also supervised one (1) part-time maintenance employee.

If the average of the annual salary for only the Public Works Director position were to be compared to the other municipal positions would be \$93,411.86 with an average number of 5.43 full-time and 1.29 part-time employees being supervised. This is a difference of \$19,148.86 from where the current salary is for Maple Park with two (2) positions' work being performed and only one (1) employee being supervised.

If we look at the Building Inspector tab in the same Excel Workbook, out of the ten (10) municipalities that responded, three (3) contract out building permit applications and inspections and one (1) has part-time employees conducting the same. Interestingly, out of the ten (10) only four (4) have code enforcement responsibilities. The average annual salary for an employee that serves as a Building Inspector is \$56,126.20.

Another factor that needs to be examined, because this is a dual working position and the necessary work that needs to be completed, is the amount of compensatory time received by the position and what constitutes an acceptable level of compensatory time being worked by this position based on the other responsibilities of this position. Compensatory time earned on public works tasks such as snowplowing or lawn mowing means that time is not spent on such things as drafting Request for Proposals, policies and procedures or being able to spend time on permit applications or development reviews or focusing on mid and long-term goals. The items not being completed are just as important, if not more so, than what immediately needs to be completed.

This also raises the concern that what will happen financially to the Village when the current employee leaves the position, the Village is required to pay for the time worked at the current rate of pay for the position, it also requires that the FICA contribution be paid and finally, it includes a payment into the deferred compensation program at 4%. The total number of compensatory hours earned in FY2019 is 110 hours, at a total cost of \$9,482.66. The total number of compensatory hours earned in FY2020 was 213 at a cost of \$15,512.36. (This is 10.28% of 2,080, which is the annual hours worked per year.) The total cost of the two (2) year period is \$24,995.02.

After talking with the employee regarding the study, the employee has informed Staff that not all the actual hours worked have been recorded by the employee. The employee takes pride in their work and realizes the Village is in a tough financial position and that was partially the reason for not recording the hours. Staff thanked the employee, but this is not fair to the employee, the Village needs to know the true cost of operation and the Village would owe them under the Fair Labor Standards Act. Staff has instructed the employee that from this point forward all time worked should be recorded on the time sheet.

We also need to look at the amount of time worked by a part-time employee. If we look at the total number of hours worked by this part-time position in FY 2020 was 110 hours, at a cost of \$2,750.00, this does not include FICA or a contribution to deferred compensation of 4%. The total number of hours worked was 323 (213 hours for the Director and 110 hours for the part-time employee), at a cost of \$18,262.36.

With that said, the Village should look to create a year-round part-time position. The estimated number of hours per work would vary depending on the time of year. Here is the range to hire a year-round part-time employee with the following number of hours worked a week, depending on experience:

Hours Per Week	Total Hours Pear Year	Hourly Rate	Annual Cost	FICA	Deferred Compensation	Total Cost
10	520	\$18	\$9,360.00	\$716.04	\$374.40	\$10,450.44
10	520	\$25	\$13,000.00	\$994.50	\$520.00	\$14,514.50
15	780	\$18	\$14,040.00	\$1,074.06	\$561.60	\$15,675.66
15	780	\$25	\$19,500.00	\$1,491.75	\$780.00	\$21,771.75

Public Works Maintenance Assistant

It should be noted that out of the ten (10) municipalities, one (1) has an Intergovernmental Agreement with a highway department. Only one (1) of the ten (10) had a Collective Bargaining Agreement in place for their Public Works employees.

Base review indicates that the average hourly rate is \$22.63. The Village's current hourly rate is \$18.57. The number of essential job tasks required by a number of the other municipalities must be considered when looking at the average hourly rate and the productivity level of the position.

The responsibilities of this position, because Maple Park is a small municipality, completes a majority of the responsibilities of the position in other communities; however, it is not responsible for tasks such as catch basin cleaning, repairing main breaks, sidewalk repair/replacement, street patching and street repair. The position should not be held responsible for or penalized for the tasks that the Village cannot provide in-house and contracts out for. An increase in the hourly rate should especially be considered if the position were to increase performance and take an additional workload off of the Public Works Director/Building Inspector so that the Direction position can dedicate the appropriate amount of time to the more important job responsibilities. The Village should also consider whether or not to provide additional education and training opportunities to this position so that the position can be considered for an hourly rate increase. Opportunities for such things as an Herbicide Applicators License or sending to training on snow and ice control should be goals for the position and added to the job description.

This position, in FY2020 worked a total of 182.25 hours at a total cost of \$7,027.67. This is only 8.76% of 2,080, which is not a very large percentage of extra hours worked in a one-year timeframe. Should the Village consider this reasonable – yes, based on the tasks completed by this position and knowing that some of the work is seasonal and that it varies from year-to-year.

Employee productivity should be increased by the establishment of weekly, monthly and seasonal tasks. This position should also seek to take some of the routine operations off the workload of the Public Works Director/Building Inspector. Checklists for these tasks and operations needs to be established, employee should assist in the development of the task and checklists and then carry them out.

RECOMMENDATION

That the Staff continue to follow up on Board direction and complete an in-depth benefit analysis in order to assess whether or not it would like to determine whether or not it would be able to provide traditional benefits such as health care and life insurance, etc. to its employees.

That the Village consider a couple of items for the Public Works Director/Building Inspector position:

1. In terms of salary and whether or not the market comparison indicates the need for a salary adjustment:
 - a. In the matter of internal equity in comparison with the Police Chief and the Village Administrator position, even though this is a hybrid position. The response would be no.
 - b. From an external market comparison for a dual position, regardless of the size of the staff supervised, an increase in salary adjustment would be yes.

Recommendation: No increase in pay, but implement merit pay based on productivity based on an annual evaluation and goal accomplishment.

2. In terms of the number additional work hours that generate compensatory time for this position and the hours worked in the FY2020 by a part-time employee, it would be in the best interest of the Village to fund a year-round part-time Public Works employee.

During the FY2021 Budget process discuss adding a 10 hour a week position, with the ability to call in the person for hours needed during the winter months for plowing and use the bulk of the hours in the spring and summer months in order to address preparing for spring and then work summer operations and then close things down in the fall.

That the Village consider the following for the Public Works Assistant position:

1. In terms of salary, consider a salary adjustment increase for the position based on increased productivity based on a performance evaluation and setting goals such as obtaining additional training and education, such as obtaining an herbicide license. Education and training goals would be established by the employee working with the Public Works Director/Building Inspector to establish the parameters, with an approval recommendation by the Village Administrator to the Village President and Board of Trustees.
2. The amount of compensatory time generated by this position is not overly excessive and therefore, would not add to the hours the year-round part-time employee.

VILLAGE OF MAPLE PARK - PUBLIC WORKS DIRECTOR POSITION SURVEY

Municipality	Supervise # of Full- Time	Supervise # of Part- Time	Hours Worked Per Week	Hows Worked Per Year	Annual Salary	Longevity Pay	Village Phone/ Stipend	OT - After # hrs/Pay Rate	Comp. Time X Hr. Rate/Max. Hrs.	Probationary Period (Months)	Holiday Pay Rate	# of Holidays	Vacation/ Carryover	# of Personal Days	Health Ins.
Campton Hills	IGA W/CAMPTON TOWNSHIP HIGHWAY DISTRICT														
Cortland	No response received.														
Elburn	6	0	40	2,080	89,190.40	NA	Phone	NA	NA	6	NA	12	Y/NA	3	Y/Employee contribution
Genoa	4	2	40	2,080	101,192.00	Y		0	0	6	0	10	Y/40	3	Y
Hinkley - Supervisor	1	0	40	2,080	50,003.20	NA	Phone	40/1.5	40/1.5	6	4	7	Y/240	3	Y/Employee contribution
Kirland	2	5	40	2,080	63,856.00	NA						11	NA	3	Village pays 100% employee
Maple Park@	1	1	20	1,040	74,263.00	NA	Phone		40/1.5/80	6	Straight	12	NA	0	STIPEND / \$6,600 ANN.
Pingree Grove	No response received.														
St. Charles	No response received.														
South Elgin	18	1	40	2,080	132,454.40	Y	Phone	NA	NA	Y/Not specified	NA	8 + 2 Admin.	Y/160	3	Y/Employee contribution
Sugar Grove	6	0	40	2,080	142,924.00	NA	Phone	NA	NA	12	NA	9	Y/1.5 years worth	4	Y/Employee contribution
AVERAGE	5.43	1.29			93,411.86										

MP Difference -19,148.86

**Regular pay - Jury Pay

Life Ins.	Sick - Hrs per Month/ Max. Accrl. Hrs.	Bereave- ment - Wk Days	On-Call Hr. Min.	Drug Screening	Jury Duty/ Pay	Uniform - Vill Prov.	Dues Deduc	Grievance Process
Y - \$ Not Specified	8/288	3	Exempt	Y	Y**	Y	NA	Y
N	12/1,920	3	2	NA	Y**	Y	NA	Y
Y - \$ Not Specified	10/240	3	Hrs. Wks.	Y	Y**	N	NA	Y
Y - \$ Not Specified	6/80	3	NA	Y	NA	Y	Y	NA
NA	4/160	3	NA	Y	Y**	N	NA	NA
Y/Not specified	8/480	3	Exempt	Y	Y/ Employee keeps check	N	NA	NA
Y/Not specified	10/480	3	Exempt	Y	Y/ Employee keeps check	N	NA	Y



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MEMORANDUM

TO: Personnel Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: March 11, 2020

SUBJECT: VILLAGE ADMINISTRATOR – AUTHORIZATION OF POSITION, JOB DESCRIPTION AND EMPLOYMENT AGREEMENT

BACKGROUND

Following the Executive Session held at the March 3, 2020 Village Board Meeting, the Board moved to have the Personnel Committee develop a Job Description for the position and to finalize the Village Administrator Employment Agreement.

Under direction from Trustee and Personnel Committee Chair Suzanne Fahnestock, the process moving forward is:

1. Authorization of the Village Administrator position in the FY2021 Budget as a full-time employee. This means that the position would change from a part-time contractual position to a full-time Village position.
2. A draft Job Description for the Village Administrator position is attached. The description includes standard Job Description requirements such as education and experience, along with Americans with Disabilities Act Requirements. The description also references the Municipal Code for the Village Administrator position, see Ordinance 2019-16 and for Village Administrator responsibilities in the Emergency Management Agency, see Ordinance 2019-15. Duties and Tasks identified by the Personnel Committee in January 2019 have also been included in the description.
3. A revised copy of the Employment Agreement is attached. Revisions include: page numbers, reference to the Village of Maple Park Municipal Code and the Employee Handbook.

A copy of the Employee Handbook is attached for reference purposes.

Attachments

Village Administrator Duties and Tasks dated January 2019

Ordinance 2019-16 – Adding Section 1-6-14 and 1-6-15

Ordinance 2019-15 – Creating the Emergency Management Agency for the Village of Maple Park

Village of Maple Park Employee Handbook approved January 7, 2020

Village of Maple Park, IL – Village Administrator Duties and Tasks

January 2019

The position of Village Administrator will be a part-time position. The position will require the individual to meet the following criteria.

- Assist in directing, guiding and leading the Village President and Village Board in meeting the Strategic Plan for the Village
- Assist in staff management of day to day operations of staff and contract agreements
- Assist with resident, vendor and outside communications on behalf of the Village
- Assist in grant writing
- Represent the Village at local membership meetings
- Develop professional relationships with surrounding communities
- Other Village related matters not listed at the direction of the Village President and Village Board.

General Strategic Plan items that the Village Administrator will be responsible to direct, lead or assist with, will include.

- Assist in creating a long-term financial plan for the Village, including funding for prioritized infrastructure improvements and explorations of new income streams and opportunities
- Assist in implementing long-term economic development programs and policies.
- Assist in identifying how the tax increment financing (TIF) funds can best be used to improve the Village to include exploring best practices and identifying community needs.
- Assist in providing ideas, solutions in creating a downtown development plan that encourages both new and existing business needs.
- Assist in implementing the capital improvement plan that supports new and existing businesses and residential needs
- Assist the Village Board and Planning Commission in developing codes and evaluating and modifying current codes to encourage consistency and development that complements the current historical downtown and overall community.
- Evaluate staffing plans and staffing needs for the Village
- Evaluate and inventory and administrative best practices for implementation at the Village
- Assist in identifying Village facility needs for current and future needs

Experience:

Education:

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this on the 1st day of May, 2020, by and between the VILLAGE OF MAPLE PARK, a municipal corporation, (hereinafter called "Employer") and, DAWN WUCKI-ROSSBACH (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of DAWN WUCKI-ROSSBACH as VILLAGE ADMINISTRATOR of the VILLAGE OF MAPLE PARK; and,

WHEREAS, Employee desires to accept employment as VILLAGE ADMINISTRATOR of the Village of Maple Park, Counties of DeKalb and Kane and State of Illinois; and,

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

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

WHEREAS, the VILLAGE OF MAPLE PARK agrees to employ DAWN WUCKI-ROSSBACH under the additional terms and conditions as described herein; and,

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

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

WHEREAS, Employee desires to accept employment as VILLAGE ADMINISTRATOR of said Village of Maple Park.

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

Section 1: Agreement

The representation and commitments of the Employee as outlined in the preamble are material inducements to the Village to enter into this Agreement. The VILLAGE OF MAPLE PARK has relied on this Employee's representations in entering into this

Agreement. The language of this preamble clauses is expressly incorporated into this Agreement.

Section 2: Term

This agreement shall remain in full force in effect until April 30, 2022.

Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Village President and Village Board to terminate the employment of the Employee at any time subject to the applicable law and the provisions set herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position as VILLAGE ADMINISTRATOR, subject only to the provisions herein.

Section 2: Duties and Authority

Employer agrees to employ DAWN WUCKI-ROSSBACH as Village Administrator to perform the functions and duties specified in the Village of Maple Park's Municipal Code and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Hours of Work

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

Section 4: Salary

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$65,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Village Board may determine that it is desirable to do so on the basis of any initial or annual salary review of said Employee made at the time of the performance evaluation specified [in Section _____ on Page 8 of the Village of Maple Park Employee Handbook approved by the Village Board on January 7, 2020.](#)

Section 5: Retirement Benefits

Employee shall receive pension and retirement benefits afforded other non-union employees of the Village.

Section 6: Discipline

The Village may discipline the Employee for cause. This discipline may include reprimand, suspension and termination. Prior to termination, the Employee shall be allowed the opportunity to a pre-termination hearing. The hearing shall proceed only after the Employee has had five (5) day's written notice of the basis for termination. Employee shall be entitled to present witnesses and documents to attempt to refute any allegations. The hearing shall be requested through the Village President and will occur before the Village President and Board of Trustees.

Section 7: Discipline

The Village may discipline the Employee for cause. This discipline may include reprimand, suspension and termination. Prior to termination, the Employee shall be allowed the opportunity to a pre-termination hearing. The hearing shall proceed only after the Employee has had five (5) day's written notice of the basis for termination. Employee shall be entitled to present witnesses and documents to attempt to refute any allegations. The hearing shall be requested through the Village President and will occur before the Village President and Board of Trustees.

Section 8: Termination and Severance

In the events that the Employee is terminated without cause, as defined below, the Employee shall be entitled to severance pay. In that case, the Employer shall provide a agrees to pay the Employee six (6) full months salary and benefits as severance pay. Said salary payments shall be made in the following manner as determined by the Village (i) six (6) equal monthly payments paid on the first pay period of each month (following termination) as other employees of the Village, or (ii) lump sum payment within 30 days of termination date.

In the event that the employee is terminated for cause, there shall be no severance pay. "Cause" shall include, but shall not be limited to the following:

1. The conviction of a crime which substantially affects his/her ability to continue to serve in the capacity of Village Administrator or, in the Village's opinion, bring the Village into disrepute; or
2. Malfeasance, willful breach of the terms of this Agreement, neglect of duty, defalcation, or any other conduct in derogation of the rights of the Village as the Employer,

In the event the Employee shall resign his/her position as Village Administrator, other than in circumstances wherein his removal is being sought, or is subject to being sought, pursuant to the provisions next above, then she shall not be entitled to any severance compensation. In such event, Employee shall be entitled to recover 30 accrued sick days of compensation, plus any accrued but unused vacation days.

In the event that the village does not renew this contract after May 1, 2022 for reasons that are not attributable to cause and written notice has been provided to the Employee the Village shall pay the Employee six (6) months of salary as severance pay and shall permit the employee to receive the health insurance stipend for six (6) months.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

Section 9: Performance Evaluation

Employer shall annually review the performance of the Employee in February subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to:

- A. Prepare a written evaluation, and
Meet and discuss the evaluation, and
- B. Present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Annually, the Village President, with input from the Village Board, and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Village of Maple Park, and in attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing by Employee and presented to the Board within a reasonable time after their establishment. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 10: Vacation and Sick Leave

The Employee shall be credited four (4) weeks vacation per year beginning on May 1, 2020. In addition, all of the Village of Maple Park personnel rules regarding the accrual, retention and use of vacation and sick leave benefits for management employees shall apply to the employee in the same manner as other employees of this class, with the exception that this employee shall have the ability to carry over for up to two (2) weeks of vacation into the next calendar year for use by no later than June 30th. In the event that the Employee does not use the carried over days by June 30 they will be forfeited.

Section 11: Insurance

The Employee shall receive the standard medical insurance stipend received by all full-time Village management employees. The employee shall receive life insurance in an amount equal to her salary.

Section 12: Retirement

Employer agrees to pay 4% of the total of the Employee's base salary plus medical insurance stipend into the ICMA-RC 457 Deferred Compensation account.

Section 13: Dues and Subscriptions

Employer agrees to budget for the professional dues and subscriptions of Employee necessary for his/her continuation of participation in national, regional, state and local associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, as Village Administrator and for the good of the Employer. The total expenditure shall be subject to the Village's budget process.

Section 14: Professional Development

Employer hereby agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer

Employer also agrees to budget and to pay for the travel and subsistence expenses for short courses, institutions and seminars that are necessary for the professional development and for the good of the Employee subject to approval by the Village President.

Employee shall secure approval from the Village President prior to scheduling any extended, more than one workday, absences from the office.

Section 15: Automobile Allowance

The Employee is required to be on-call for twenty-four (24) hours services, so therefore, must have access to a vehicle for Village business and private use. The Village shall pay the Employee \$50 per month for an automobile allowance.

Section 18: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 19: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify 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 Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee 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 such Employee 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 his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 20: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 21: Other Terms and Conditions of Employment

The Village Board, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Maple Park Charter or any other law.

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

Section 22: Notices

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

- A. EMPLOYER: Village President
Village of Maple Park
302 Willow St.
Maple Park, IL 60151
- B. EMPLOYEE: Dawn Wucki-Rosbach
708 W. Hillcrest Rd.
Palatine, IL 60074

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

Section 23: Duty to Perform

In the event the Employee become aware of any facts and circumstances which would render her unable to fully perform his duties she will immediately notify the Village President in writing. Examples of such conditions include but are not limited to loss or suspension of driving privileges or any event which would present the Village of Maple Park in an unfavorable light.

Section 23: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.
- D. On the effective termination of this Agreement the Employee will surrender to the Village the possession of his office and any other equipment owned by the Village. The Employee will not be entitled to office services from and after such termination date.
- E. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- F. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such heading or numbers and the text of this Agreement, the text shall control.
- G. The Agreement may be executed in one or more counterparts, each of which shall be considered the original, and all of which together shall be considered one and the same instrument.
- H. The failure of the Village to insist on strict compliance of any provision, term or covenant of this Agreement shall not be deemed a waiver or relinquishment.
- I. In the event there is a conflict between the terms of any Village policy, ordinance or other enactment and the terms of this Agreement, the Agreement shall control.
- J. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

Effective Date. This Agreement shall become effective on May 1, 2020.

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

EMPLOYEE:

EMPLOYER:

DAWN WUCKI-ROSSBACH

KATHLEEN CURTIS, Village President

ATTEST:

THERESA D'AMATO, Village Clerk

DRAFT

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2019-16

**AN ORDINANCE AMENDING TITLE 1,
“ADMINISTRATION,” CHAPTER 6, “VILLAGE OFFICERS
AND EMPLOYEES,” BY ADDING SECTION 1-6-14,
“VILLAGE ADMINISTRATOR,” AND SECTION 1-6-15,
“DEPARTMENT ORGANIZATION.”**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK
KANE AND DEKALB COUNTIES, ILLINOIS**

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 5th day of November, 2019.

ORDINANCE NO. 2019-16

AN ORDINANCE AMENDING TITLE 1, "ADMINISTRATION," CHAPTER 6, "VILLAGE OFFICERS AND EMPLOYEES," BY ADDING SECTION 1-6-14, "VILLAGE ADMINISTRATOR," AND SECTION 1-6-15, "DEPARTMENT ORGANIZATION."

WHEREAS, the Village of Maple Park, DeKalb and Kane Counties, Illinois is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

WHEREAS, the President and Board of Trustees of the Village of Maple Park believe it is in the best interest of the health, safety, and welfare of its citizenry to amend the text of the Municipal Code of the Village creating the position of Village Administrator.

WHEREAS, the Village Administrator will take direction from the President and Board of Trustees and will oversee the daily operations of the Village of Maple Park.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Maple Park as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are hereby adopted as part of this Ordinance.

SECTION 2. The following sections be added to Title 1, "Administration," Chapter 6, "Village Officers and Employees," Section 1-6-14, "Village Administrator," and Section 1-6-15, "Department Organization."

TITLE: SECTION 1-6-14 VILLAGE ADMINISTRATOR:

A. Appointment; term of office.

1. The Village Administrator, hereinafter referred to as Village Administrator, shall be appointed by the President of the village with the advice and consent of at least four of the Board of Trustees then holding office for a term as set by the Board.
2. No elected official of the Village shall receive appointment of Village Administrator while he or she is serving as an elected official.

B. Duties:

1. The Village Administrator shall be the Chief Administrative Officer for the Village and have control over day-to-day operations.
2. Nothing in this section shall give to the Village Administrator any power not permitted by professional ethics, professional standards, statutes of the state or this code of ordinances.
3. The Village Administrator shall be responsible to the present Board of Trustees for the proper administration of the affairs of the Village and shall have the authority as may be required to accomplish the duties that may be assigned to him or her from time to time by resolution adopted by the Board.

C. Compensation: The Village Administrator shall receive such compensation as the corporate authorities shall fix from time-to-time by resolution or ordinance or contract through an employment agency.

D. Other terms and conditions of employment:

1. The corporate authorities, in consultation with the Village Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Village Administrator, provided the terms and conditions are not inconsistent with or in conflict with the provisions of this section and all other ordinances of the village or state laws.
2. All general provisions of the municipal code and regulations and rules of the village relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also, apply to the Village Administrator they would to other employees of the village, in addition to the benefits enumerated specifically for the benefit of the Village Administrator, except as herein provided.

TITLE: SECTION 1-6-15 DEPARTMENT ORGANIZATION

A. The administrative services of the Village shall be divided under the Village Administrator into the following departments and heads thereof:

1. Building and Public Works Department - Public Works Director/Building Inspector;
2. Finance Department – Village Treasurer/Village Accountant;
3. Police Department – Police Chief; and
4. Village Clerk.

B. The heads of the departments shall:

1. Be immediately responsible to the Village Administrator for the effective administration of their respective departments and all activities assigned thereto;
2. Keep informed as to the latest practices in their particular field and shall inaugurate, with the approval of the Administrator, the new practices as appear to be of benefit to the service and to the public;
3. Submit quarterly and annual reports of the activities of his or her department to the Administrator;

4. Establish and maintain a system of filing and indexing records and reports in sufficient detail to furnish all information necessary for proper control of departmental activities and to form a basis for the periodic reports to the Administrator;
5. Have power, when authorized by the Administrator, to appoint and remove, subject to personnel regulations for employees, all subordinates under him or her;
6. Be responsible for the proper maintenance of all Village property and equipment used in his or her department; and
7. Furnish, upon the direction of the Administrator, any other department service, labor and materials as may be requisitioned by the head of the department, and as its own facilities permit, through the same procedure and subject to the same audit and control as other expenditures are incurred.

SECTION 3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

ADOPTED THIS 5th day of November, 2019.

AYES: Dries, Fahnestock, Higgins, Rebone, Ward

NAYS: _____

ABSENT: Harris

APPROVED this 5th day of November, 2019.



Terri D'Amato
Terri D'Amato, Acting Village Clerk

Kathleen Curtis
Kathleen Curtis, Village President



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.Villageofmaplepark.com>

MEMORANDUM

TO: Personnel Committee

FROM: Village Clerk Terri D'Amato

DATE: June 12, 2020

SUBJECT: BLACKBOARD CONNECT SCRIPTS AND COMMUNICATION

BACKGROUND

The Village of Maple Park entered into an agreement with Blackboard Connect to deliver voice, text, and e-mail messages from Village hall to the residents back in June, 2012. Since that time, messages have gone out to residents for notifications such as garbage being delayed, hydrant flushing, no parking due to snow, and most recently, for the closing of Village Hall due to COVID-19 and a reminder to complete the Census survey. We've sent about 8 messages in a year's time. Currently, we are limited to 140 characters for text messages, about 1 (one) minute for voice messages, and 30,000 characters for e-mails.

Since the Village also utilizes the website in addition to social media (i.e., Facebook), those same messages are also conveyed utilizing those mediums as well. Information to deliver the Blackboard Connect messages comes from and is updated through resident contact, in some instances through new water accounts, and is also available to the residents on our website. Keep in mind, the number of folks reached with Blackboard Connect has to rely solely on the information received and updated from the residents. The current contract with Blackboard Connect is set to expire on July 14, 2020 and costs the Village around \$800/year.

To reference the effectiveness of social media versus Blackboard Connect, I've included some statistics regarding the audience that has been reached for social media versus Blackboard Connect.

Facebook posts

Kathy's April 30th video: 313 reached

Waste Management Notice About Bulk Item Pick Up: 772 reached

COVID-19 Website Update: 476 reached

Blackboard Connect (692 Contacts)

Census Reminder

Phone Message: 47% Success rate or 258 reached

Email Message: 82% Success rate or 237 reached

Text Message: 69% Success rate or 105 reached

Baseball & Playgrounds Closed

Phone Message: 48% Success rate or 260 reached

Email Message: 82% Success rate or 191 reached

Text Message: 68% Success rate or 151 reached

Village Hall Closing

Phone Message: 43% Success rate or 236 reached

Email Message: 82% Success rate or 190 reached

Text Message: 70% Success rate or 106 reached

Keep in mind that social media allows “conversation” from residents and the village regarding any questions, concerns, etc. about the post, and the responses are then seen by everyone as well. This type of interaction reaches an audience of more than “one”, as compared to the number of calls to village hall regarding any Blackboard Connect message.

RECOMMENDATION

Since we currently have so many communication outlets available to the Village at no charge, and seem to be reaching a greater majority of our residents with those messages, Blackboard Connect is almost an afterthought and not really as effective as it once was. The limits on the voice and text messages tends to hinder our ability to convey all the necessary information we need to. I believe we can save the annual fee and utilize the other communication options to get the word out on What’s Happening in Maple Park, as we are not limited to the type and size of the message.

Attachments:

Snow Parking Script

Hydrant Flushing Script

Garbage Delay Script

Closing of Village Hall Script

Terri D'Amato is inviting you to a scheduled Zoom meeting.

Topic: Personnel Committee Meeting

Time: Jun 16, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87959807132?pwd=WnIFdldTS1loRFZjeDdhb21aQjdPZz09>

Meeting ID: 879 5980 7132

Password: 370670

One tap mobile

+13126266799,,87959807132#,,1#,370670# US (Chicago)

+13017158592,,87959807132#,,1#,370670# US (Germantown)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Germantown)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 879 5980 7132

Password: 370670

Find your local number: <https://us02web.zoom.us/j/keb5GIMkF8>