
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 23-09

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND CHIEF OF POLICE CHRISTOPHER R. HARSEIM
(2023-2027)**

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Village Trustees

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Coal City on June 14, 2023

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A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND CHIEF OF POLICE CHRISTOPHER R. HARSEIM (2023-2027)

WHEREAS, the Village of Coal City (“Village”) is an Illinois municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village President is desirous of re-appointing Christopher R. Harseim (“Harseim”) to the office of Chief of Police; and

WHEREAS, the Village Board concurs with said appointment;

WHEREAS, the Corporate Authorities have considered the terms and conditions of the *Employment Agreement between the Village of Coal City and Christopher R. Harseim as Chief of Police*, a copy of which is marked “*Exhibit A*,” attached hereto and by this reference incorporated herein (the “Agreement”) and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

WHEREAS, the Village and Harseim mutually desire to enter into the Agreement; and

WHEREAS, the parties shall be bound by the terms described more fully in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. AUTHORIZATION OF ENTRY INTO EMPLOYMENT AGREEMENT.

A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Employment Agreement between the Village of Coal City and Christopher R. Harseim as Chief of Police, a copy of which is marked "Exhibit A," attached hereto and incorporated herein (the "Agreement") and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.

B. The Village Clerk is further authorized and directed to retain a copy of the original, fully executed Addendum on file in her office for public inspection.

C. Village officials and staff are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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SO RESOLVED this 19 day of June, 2023, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 5

NAYS: 0

ABSENT: 1

ABSTAIN: 0

PRESENT: 6

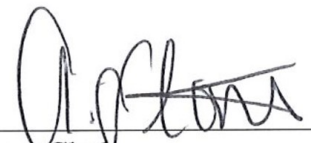
APPROVED this 19 day of June, 2023.

VILLAGE OF COAL CITY



David A. Spesia, President

Attest:



Alexis Stone, Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND
CHRISTOPHER R. HARSEIM AS CHIEF OF POLICE

[Attached on following pages]

**EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND
CHRISTOPHER R. HARSEIM AS CHIEF OF POLICE**

This Employment Agreement ("Agreement") is made and entered into as of this 15th day of June, 2023 ("Effective Date"), by and between the Village of Coal City, Grundy & Will Counties, Illinois ("the Village"), and Christopher R. Harseim, ("Harseim"), Grundy County, Illinois. The Village and Harseim are hereinafter sometimes jointly referred to as the "Parties." In consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Term of Employment

1. The Village hereby employs Harseim as the Village's Chief of Police through the term of this Agreement, and Harseim hereby accepts employment with the Village in this capacity, subject to all of the terms and conditions contained in this Agreement. Harseim's employment pursuant to the terms and conditions contained in this Agreement shall commence on the date of execution by both Parties and shall end on May 12, 2027 unless terminated earlier pursuant to the terms of this Agreement.

Duties and Responsibility

2. As Chief of Police, Harseim shall perform the primary functions of management and supervision of the Police Department. Duties within this context shall be further definable by the Village President (Mayor), and the Village Board. His duties will include but not be limited to the following:
 - a. Assume duties as the active head of the Police Department, assign personnel for duty and special assignments.
 - b. Maintain charge and custody of all property pertaining to the Police Department.
 - c. Formulate rules, policies, and procedures governing the activities of the Police Department.
 - d. Develop and enforce policies, rules, procedures and work methods to be followed by members of the Police Department, and take necessary steps to ensure the provision of police operations.
 - e. Supervise the overall operations of the Police Department.
 - f. Maintain authority and accountability for all fiscal and financial operations of the Police Department. Prepare and submit the annual proposed Police Department budget to the Village Administrator.

- g. Assume responsibility for the control of Police Department expenditures and preparation of fiscal reports.
- h. Evaluate the performance of subordinate personnel.
- i. Provide for fair, equitable, and effective discipline within the Police Department in a manner consistent with existing laws and ordinances, Departmental rules and regulations, and the collective bargaining agreement then in effect.
- j. Represent the Department at public and private gatherings in a manner that establishes positive public relations.
- k. Participate in Police Department labor negotiations and union contract enforcement on request and at direction of Mayor.
- l. Enforce the Village's ordinances and performing any such duties which may be assigned to him from time to time by the Village Board.
- m. Perform and/or direct other duties as may be required including responding to calls for police service, investigating cases, and preparing reports.
- n. Set the example for other members of the Police Department by abiding by all Police Department rules and policies, and accepting all responsibilities.
- o. Prepare and effectively present written and oral informational material relating to the activities of the Police Department to the Village Board at regular Board meetings and as otherwise requested by the Mayor or Village Board.
- p. Communicate with the media as necessary.
- q. Prepare and disseminate materials (electronic or print) informing the public of activities of the police department (i.e. e-alerts, newsletter articles, press releases, etc.)
- r. Report to the Mayor and Board of Trustees and keep the Village Administrator apprised of relevant developments in the Police Department.

In exchange for the benefits contained within this contract, Harseim agrees to work a minimum of 40 hours a week for the Village. Due to work completed in excess of 40 hours of work within a week, the Mayor shall be reasonable in allowing weeks with less than 40 hours of work according to the Chief and Mayor's mutual agreement.

Compensation

- 3. The compensation terms shall be as follows:

- a. Retroactively effective beginning May 1, 2023, as compensation for services rendered under this Agreement, Harseim shall be entitled to receive a salary based on an annual yearly rate of One Hundred Six Thousand Five Hundred Ninety and no/100 Dollars (\$106,590.00), payable in installments in accordance with the Village's usual and customary payroll practices, less applicable withholding for taxes and other deductions required by law or court order or requested in writing by Harseim. The Parties agree that the retroactive pay increase shall be calculated by subtracting Harseim's compensation that has been or will be paid by the Village to Harseim for the period from May 1, 2023 through June 14, 2023 ("Retro Pay Period") pursuant to the terms of Harseim's previous employment agreement from the pro rata compensation covering the Retro Pay Period as provided under this Agreement ("Retro Pay Calculation"). The Parties further agree that the retroactive increase determined by the Retro Pay Calculation shall be paid out in a one-time lump-sum payment of \$1,336.80, less applicable withholdings, which is mutually deemed the pro rata increase amount for Retro Pay Period. Effective May 1, 2024, the Village agrees to pay Harseim an annual salary of \$112,000.00. Effective May 1, 2025, Village agrees to pay Harseim an annual salary of \$115,267.00. Effective May 1, 2026, Village agrees to pay Harseim an annual salary of \$116,000.00. The Village agrees to pay Harseim in equal installments (other than the one-time lump sum payment referenced hereinabove) on a bi-weekly basis during the term of this Agreement. The position of Chief of Police will be an exempt position as defined under the Fair Labor Standards Act.

- b. Harseim shall receive external equity stipends in addition to the base compensation set forth in Subparagraph 3.a. above in accordance with the following schedule:

November 1, 2023: \$5,000.00

November 1, 2024: \$3,000.00

November 1, 2025: \$2,000.00

If the Parties terminate the Agreement prior to receiving any of the stipend payments, such payments shall be nullified.

Benefits

4. a. Insurance and Pension: Harseim shall be entitled to participate in the Village-established 457 deferred compensation plan. Harseim shall continue to participate in the Coal City Police Pension Plan, medical and dental insurance plan, group life insurance plan, disability plan, or any other employee benefit plan which

is presently existing or which may be established in the future by the Village, which is generally made available to the Village's non-sworn employees. Such right to participation shall be in accordance with the terms and conditions of the particular plans in force and effect at the time and in accordance with federal and state law pertaining to the subject matter thereof.

- b. Vacation Leave: Harseim shall be entitled to 25 vacation days each year throughout the term of this Agreement, pro rated for partial years, beginning on May 1, 2023 ("Commencement Date"). Except as otherwise approved by the Mayor and the Board of Trustees in writing, all vacation time must be used during the term of this Agreement and at such times and in such increments as are approved in advance by the Mayor or Village Board. Harseim shall be entitled to receive compensation for up to 10 unused vacation days at the end of each calendar year, which shall be cashed out at his rate of pay in effect on December 31 of each year. Vacation time that is not used or compensated each year as provided above shall be forfeited on December 31 of each year. In the event of Harseim's termination, either voluntarily or by the Board of Trustees, he shall be entitled to receive the amount of any unused vacation leave, to be paid in accordance with Village policies and procedures.
- c. Personal Days: Harseim shall be entitled to 4 personal days each year throughout the term of this Agreement. Personal days that are not used during the term of the Agreement shall be forfeited at the end of the contract term.
- d. Sick Leave: Except as otherwise provided herein, Harseim shall accrue and use sick leave during the term of the Agreement, and be eligible for payout of accrued but unused sick leave consistent with Village personnel policies articulated in the Coal City Employee Handbook and Ordinances, as amended from time to time. Notwithstanding the foregoing, the parties acknowledge and agree that Harseim has accumulated 1,250 hours of unused sick time prior to the Effective Date of this Agreement and that Harseim is limited to accumulating a maximum unused sick leave of 1,250 hours. The Parties further understand and agree that upon separation from his employment with the Village, Harseim shall receive a lump sum payment equal to 40% of his unused sick time at his then-current rate of pay, up to a maximum of 1,250 hours, provided that he has not been terminated for cause.
- e. Holidays: Harseim shall be entitled to holidays on those days and under the terms specified in the holiday schedule in the Village's personnel policies.
- f. Professional Development: Upon written approval of the Mayor and the Village Board or their designee, Harseim is eligible to attend professional development seminars that will enhance his current job skills consistent with Village policies. Said written approval will occur after the Mayor and Board review a written request by Harseim containing the seminar description and cost.

- g. Other Benefits: Harseim shall be allowed such other privileges, leaves and fringe benefits not specifically enumerated herein, as are extended to all other Village employees, except as otherwise modified above.
- h. Uniform Allowance: Harseim shall receive a \$1,000.00 uniform allowance upon the Effective Date of this Agreement and on May 1st of each subsequent year. Notwithstanding the foregoing, if Harseim has already received a \$1,000.00 uniform allowance during calendar 2023 pursuant to the terms of a previous contract, then the Parties acknowledge and agree that the Parties do not intend for Harseim to receive two uniform allowances during any single calendar year and therefore the first uniform allowance payable under this Agreement would be May 1, 2024. This annual uniform allowance shall be utilized for the purchase and replacement of uniforms or accessories necessary in the performance of his duties as Chief of Police for the term of this Agreement.

Village Vehicle

- 5. Harseim is considered to be on call for various emergency responses and, as such, shall be provided with a Village vehicle and gas for emergency and routine job duties, within or outside the Village of Coal City. Such vehicle may also be driven between Harseim's home and work. The provision of a Village vehicle is not a benefit, but is assigned as a necessary tool for Harseim's job responsibilities.

Outside Work/Activities

- 6. Harseim shall devote such time, skills, labor and attention to the business and affairs of the Village as is necessary to properly perform his job responsibilities and administer the business of the Village. During the term of this Agreement, Harseim shall not engage in any activities or perform services as an employee, independent contractor or consultant for his own business or the business of a third party unless approved in advance by the Board and further provided such activities or services does not conflict or otherwise interfere with his duties and obligations to the Village. The approval of this Agreement by the Board shall indicate that the Board approves Harseim's current outside private employment, but such determination shall be the subject of ongoing evaluation and is subject to change. Any expansion of Harseim's private business obligations is strictly prohibited. Harseim has a duty to promptly report to the Mayor any changes in the nature or extent of his private employment.

Residency

7. The parties acknowledge and agree that Harseim's residency within the Village of Coal City enhances his ability to perform his duties as Police Chief as well as increasing the trust and loyalty of members of the community. Therefore, as a condition to continued appointment to the position of Chief of Police, Harseim must maintain his residency within the Village of Coal City.

Employee Organizations

8. The Village encourages Harseim to participate in the activities of professional organizations to the extent such involvement will be beneficial to his performance as Chief of Police. In this regard, the Village shall pay the annual membership dues for such organizations as the Mayor or designee agrees results in such benefit to the Village. The Village reserves the right, in lieu of paying the cost of an individual membership for Harseim, to secure any such memberships in the name of and for the Village of Coal City in such organization(s).

Harseim may attend locally conducted professional organization meetings, seminars and workshops which he and the Mayor or the Mayor's designee determine will be beneficial to the Village of Coal City and to Harseim's performance in the above-listed responsibilities.

The Village shall reimburse Harseim for all reasonable expenses incurred in attending such activities. With the prior approval of the Mayor and the Village Board, Harseim may attend conferences of a professional organization whose activities are related to his job responsibilities.

The Village shall pay all reasonable costs and expenses necessary for Harseim to attend such conferences, in accordance with applicable Village ordinances from time to time in effect.

Termination of Employment by Harseim or Village

9. Harseim acknowledges that he serves as Chief of Police at the will of the Village President, with the advice and consent of the Village Board. Harseim's employment with the Village under this contract shall continue only as long as the services rendered by him are satisfactory to the Mayor and Village Board. The Board may conduct periodic reviews of Harseim's performance, which may be used to determine his continuation in his position. Should the Mayor or Village Board deem Harseim's performance less than satisfactory, the Village may terminate Harseim as Chief of Police. In addition, Harseim may be terminated from his Chief of Police position by the Village without cause.
 - a. Should Harseim be terminated without cause, severance benefits shall be paid to Harseim when employment has been terminated. In addition to the extension of

health insurance and life insurance benefits, a monetary severance equal to 3 month's salary shall be paid in a lump sum, less applicable withholdings, unless otherwise agreed to by the Village and Harseim. For a period of 3 months following a termination without cause, the Village shall pay Harseim's contribution to the cost to continue health insurance coverage for himself and any dependents as well as Harseim's life insurance. Harseim shall also be compensated for all accrued vacation time and other accrued but unused benefit time as allowed to other terminated employees.

- b. Harseim may terminate his employment with the Village upon forty-five (45) calendar days' written notice. In such event, Harseim will continue to render his services and receive his normal compensation up to and including the date of termination.
- c. For purposes of this Section 9, the Village's failure to re-appoint or otherwise renew Harseim's contract at any time shall not be considered a termination of his employment with the Village and the provisions of this paragraph shall not apply.

Indemnification

- 10. The Village shall indemnify Harseim as required by Illinois law.

Assignment

- 11. The parties agree that this Agreement is personal to the Village and Harseim and cannot be assigned by either party without the prior written consent of the other.

Amendment and Waiver

- 12. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the parties; it may not be altered or amended except by a subsequent agreement in writing signed by both parties. The Village and Harseim agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement.

Severability

- 13. If any provision of this Agreement is held invalid by any court of law, such provision shall be deemed eliminated from this Agreement or shall be so modified. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

Notices and Written Consents

14. Any notice or written consent required to be given under this Agreement shall be deemed properly given if in writing and sent by personal delivery or by registered or certified mail, return receipt requested. When sent, notices of written consents shall be addressed to the Village at Village Hall and to Harseim at his last address listed in Village records. Personal delivery to the Village of any notice or written consent may be effected by personal delivery to the Village President and Administrator. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received, in the case of personal delivery and five business days after mailing in the case of delivery by registered or certified mail.

Binding Effect

15. This Agreement shall be deemed binding on any successor members of the Board or their agents, for the purposes stated herein.

Construction

16. The headings and paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF COAL CITY

CHRISTOPHER R. HARSEIM

By:



David A. Spesia, Village President



Christopher R. Harseim

Attest:



Alexis Stone, Village Clerk