
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 23-11

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR MATTHEW T. FRITZ**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

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DAVID TOGLIATTI

Village Trustees

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Coal City
on July 26, 2023

RESOLUTION NO. 23-11

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR MATTHEW T. FRITZ

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 Matthew T. Fritz (“Fritz”) to the office of Village Administrator; and

WHEREAS, the Village Board concurs with said appointment;

WHEREAS, the Corporate Authorities have considered the terms and conditions of the Employment Agreement for the position of Village Administrator (“Agreement”) and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

WHEREAS, the parties shall be bound by the terms described more fully in the Agreement attached hereto as **Exhibit A**, and incorporated herein by reference.

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. ENACTMENT.

- 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 Matthew T. Fritz, 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 Agreement 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, approval, and publication in the manner provided by law.

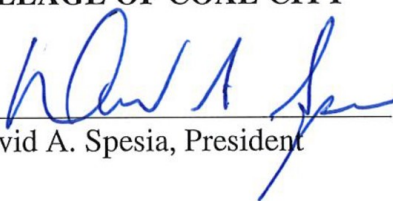
SO RESOLVED this 26th day of July, 2023, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 4
NAYS: 0

ABSENT: 2
ABSTAIN: 0

Approved By:

VILLAGE OF COAL CITY


David A. Spesia, President


Attest: 
Alexis Stone, Clerk



EXHIBIT A

EMPLOYMENT AGREEMENT

[Attached on following pages]

Employment Agreement

This Agreement, made and entered into this 26th day of July, 2023, by and between the Village of Coal City, an Illinois municipal corporation, (hereinafter "Employer") and Matthew T. Fritz, (hereinafter "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The Village hereby employs Employee as the Village Administrator through the term of this Agreement, and Employee hereby accepts employment with the Village in this capacity, subject to all of the terms and conditions contained in this Agreement. Employee's employment pursuant to the terms and conditions contained in this Agreement shall commence on May 1, 2023, and shall continue through April 30, 2027, unless terminated earlier pursuant to the terms of this Agreement. The term of this Agreement shall begin on the date of execution by both Parties and shall end on April 30, 2023 unless terminated earlier pursuant to the terms of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ the Employee as Village Administrator to perform the functions and duties specified and as referenced by the Codified Ordinances of the Employer, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Effective May 1, 2023, the Employer agrees to pay Employee an annual salary of \$145,810.00, payable 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 Employee. The salary increase is deemed retroactive to May 1, 2023 and the Parties agree that the retroactive increase shall be paid out in a one-time lump-sum payment of \$2,815.36, less applicable withholdings, which is mutually deemed the pro rata increase amount for the period of May 1, 2023 through July 26, 2023.

The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of this Agreement. The position of Village Administrator will be an exempt position as defined under the Fair Labor Standards Act.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide health insurance for the Employee and his dependents equal to that which is provided to all other full-time employees of the Employer provided that the Employee makes the same premium contribution as other Employees with the same coverage.

The Employer shall also pay the amount due for term life insurance in an amount equal to twice the Employee's annual salary, including all increases during the life of this Agreement. The Employee shall have the right to choose the beneficiary on such policies.

Section 5: Vacation, Sick, and Other Leave

Each year of employment the Employee shall receive 12 days of sick leave and 25 days of vacation leave for each calendar year period of January 1 – December 31, or pro rata fraction thereof for which the term of this Agreement is in effect. At the end of each calendar year, Employee shall be entitled to roll over or receive compensation for up to 17 unused vacation days, which shall be cashed out at his rate of pay in effect on December 31 of each year.

The Employee shall be eligible for payout of accrued but unused sick leave consistent with the Coal City Employee Handbook and Ordinances in force from time to time during his employment.

Holidays, Personal Days, "Y" Days, Disability Leave, Funeral Leave, and Jury Duty shall be provided and taken in a manner consistent with the Coal City Employee Handbook.

In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time as of the date of termination at the rate of pay then in effect.

Section 6: Area Club Membership

The Village shall provide Employee membership to the Coal City Area Club to the extent said membership is available to the Village and Employee otherwise qualifies. Village shall pay the annual dues for said membership. Said membership is to be considered a benefit of the employment and shall at all times remain under the Village's ownership and not otherwise transferrable or terminable by Employee. Village shall not be responsible for any charges, damages, or other liability Employee may incur under the membership.

Section 7: Continuing Education

The Employer will pay for the memberships affiliated with the Village Administrator position with prior approval by the Board and based on available funds, to include, but

not limited to ICMA, ILCMA, and other associations as approved by the Board. Furthermore, it is understood the Employee will attend professional sessions in order to continue his education on matters relating to municipal government. The Employee may attend professional conferences as approved by the Village Board and based on funds available.

Section 8: Automobile Stipend

Employee shall receive a stipend of \$500 per month to compensate him for the use of a personal automobile. Employee shall not receive mileage reimbursement.

Section 9: Retirement

The Employer agrees to enroll the Employee into Illinois Municipal Retirement Fund (IMRF) and during the life of this Agreement to make all of the appropriate contributions as required to IMRF for both the Employee and the Employer. The Employee will be entitled to participate in any deferred compensation program provided by or made available through the Employer. The Employer shall contribute an amount equal to 9% of the Employee's salary to a deferred compensation investment, such as a 457 retirement account, according to the direction of the Employee.

Section 10: Terminations

For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting for any reason other than those specified in Paragraphs 3 or 4 of this Section.; OR
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; OR
3. If the Employer deems the Employee's performance less than satisfactory, the Board shall issue the Employee a written notice of the reasons for its dissatisfaction with his performance, the ways in which his performance must be improved, a deadline for improvement of his performance and any other information the Employer deems important to relating to the Employee regarding his performance. If the Employee does not remedy his performance in accordance with the Employer's direction to the satisfaction of the Employer within a reasonable amount of time, the Board may terminate the Employee.
4. If the Employee engages in any activities or behavior which is considered a major infraction, the Employer may also terminate the Employees

employment at any time, without an opportunity to remedy his actions or improve his behavior. Major infractions include, but are not limited to, the following examples of misconduct:

- (a) Insubordination.
- (b) Conviction of a felony under state or federal law, or conviction of a misdemeanor involving moral turpitude or official misconduct as defined under state law.
- (c) Engaging in any conduct constituting a breach of the public trust.
- (d) Immoral, unlawful or improper conduct or indecency, either on or off the job, which is of such a nature that in the opinion of the Employer, it would have the effect of materially adversely affecting his ability to perform the essential functions of his position, or his relationship with fellow workers, or his reputation or good will in the community.
- (e) Reporting to work or being on the Employer's property or in its facilities while legally intoxicated by alcoholic beverages or illegal drugs.
- (f) Being absent from work for a period of three (3) consecutive work days (exclusion of weekends and holiday) without notifying the designated Employer representative.
- (g) The Employee's inability, due to a medical disability, to perform the essential functions of his job for a period of more than 120 days in any fiscal year of the Employer.
- (h) Engaging in an act of dishonesty, including without limitation falsification of official records.

In the event that the Employer determines that the Employee may be subject to termination for any of the reasons described above, with the exception of conviction of a felony or conviction of a misdemeanor involving moral turpitude or official misconduct or the Employee's death or disability, the following provisions will apply:

- i. The Employee shall be given a notice of termination which shall include a reasonably detailed description of the reasons the Employer believes sufficient cause for termination exists. The notice may include such items as the incident(s) or instance(s) of breach by the Employee of his obligations under this Agreement providing the basis for the charges, and the dates and times of incident(s) or instance(s) of breach.
- ii. The Employee may request a meeting to review the Employer's decision to terminate his employment. The Employee's request for such hearing must be in writing and must be received by the Employer within seven (7) calendar days from the date the Employee received notice of his termination. If the Employee does not request a hearing in a timely manner, the Employer's decision to terminate the Employee is final. If the Employee requests a meeting, the Employer shall give the Employee a notice including the date, time and location of the meeting. The Employee shall be given at least seven (7) calendar days' prior notice of the hearing.
- iii. During the meeting, the Employee may present oral and/or written information to counter any charges that have been made against him and/or that would support his continued employment with the Employer. The Employee may only present witnesses with the express prior written consent of a majority of the Employer Board.
- iv. Within ten (10) days after the conclusion of the meeting, the Employer shall provide the Employee with its written decision on his termination or continued employment.
- v. Prior to and following the final decision, all information pertaining to the Employee's employment status shall be held in the strictest confidence. This matter shall not be discussed by either party with anyone other than members of the Village Board, the Village's counsel and advisors, and necessary and appropriate staff, each of whom shall be charged with maintaining strict confidentiality of all information pertaining to this matter.
- vi. The Employer and the Employee may mutually agree in writing to modify any of the procedures provided for in this paragraph.
- vii. For purposes of this paragraph, the Employer's failure to renew the Employee's contract at any time shall not be considered a termination of his employment with the Employer and the provisions of this Subparagraph shall not apply.

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10(1) or (2). In addition to the extension of health insurance and life insurance benefits, Employee shall receive twenty (20) weeks of his then-current salary. The monetary severance shall be paid in a lump sum, less applicable withholdings, unless otherwise agreed to by the Employer and the Employee.

For a period of six (6) months following termination as defined in Section 10(1) or (2), the Employer shall pay the Employer's contribution to the cost to continue the Employee's health insurance for the employee and all dependents (if any) and the Employee's life insurance.

The Employee shall also be compensated for all accrued vacation time and other accrued but unused benefit time as allowed to other terminated employees.

Section 12: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise. During the notice period prior to Employee's separation from employment, Employee shall continue to perform the duties of Employee's position and devote all of the necessary time, attention and energy to do so, and shall remain bound by the terms of this Agreement, including without limitation, an obligation to comply with Section 14.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee and shall provide feedback to the Employee as deemed necessary.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule provided that the Employee shall generally work the same hours as regular business hours for the Village and be available for Village Board and Committee meetings as required.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. The Employer encourages the Employee to participate in outside community activities and recognizes that certain outside consulting or teaching

opportunities may also 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 or a conflict of interest with his or her responsibilities under this Agreement and with prior approval of the Employer.

Section 16: Residency

Employee agrees to maintain his residency within the Village of Coal City during the term of this Agreement.

Section 17: Indemnification

The Employer shall indemnify the Employee as required by Illinois law.

Section 18: Bonding

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

Section 19: Other Terms and Conditions of Employment

The Employer, 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 Coal City Code of Ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other general employees of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 20: 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:

(1) EMPLOYER: Village of Coal City: President David A. Spesia, 515 S. Broadway, Coal City, IL 60416;

with a copy to: Mark R. Heinle, Ancel Glink, P.C.
1979 Mill Street, Suite 207
Naperville, IL 60563

(2) EMPLOYEE: Matthew T. Fritz, 585 Batista, Coal City, IL 60416

Alternatively, notice required pursuant to this Agreement may be personally served. 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 21: Prior Agreements

This Agreement supersedes and rescinds any prior Employment Agreement between the parties.

Section 22: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. 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. Effective Date. This Agreement shall become effective subject to its terms upon its execution by the Employee and approval by the Coal City Village Board and execution by its officers.
- D. 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.


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SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

VILLAGE OF COAL CITY

MATTHEW T. FRITZ

By: 
David A. Spesia, Village President


Matthew T. Fritz

Attest: 
Alexis Stone, Village Clerk