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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 23-070**

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**AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT  
BETWEEN THE VILLAGE OF HOMER GLEN AND JOSEPH D.  
BABER FOR THE POSITION OF VILLAGE MANAGER**

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**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**Village Trustees  
JENNIFER CONSOLINO  
DAN FIALKO  
CURT MASON  
CJ MCNAUGHTON  
ROSE REYNDERS  
SUSANNA E. STEILEN**

**AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT  
BETWEEN THE VILLAGE OF HOMER GLEN AND JOSEPH D.  
BABER FOR THE POSITION OF VILLAGE MANAGER**

**WHEREAS**, the Village of Homer Glen (the “Village”), Will County, Illinois, as a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its home rule authority; and

**WHEREAS**, the Village of Homer Glen has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-3-8; and

**WHEREAS**, the Village President and the Village Board of Trustees consider the position of Village Manager to be of significant importance because the person serving as Village Manger is responsible for the professional and efficient operation of the Village on a daily basis, as well as implementation of ordinances, resolutions and policies established by the Village Board; and

**WHEREAS**, due to the importance of the Village Manager to the successful operation of the Village, the Village President and the Village Board of Trustees believe it is in the best interest of the Village to enter into an Employment Agreement with Joseph D. Baber to serve as Village Manager for the Village of Homer Glen.

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois, by and through its home rule powers, as follows:

**SECTION 1. ADOPTION OF RECITALS.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2. AGREEMENT FORM AND TERMS AUTHORIZED.** The terms and conditions as shown in the Village of Homer Glen Employment Agreement attached as Exhibit A to this Ordinance are hereby approved.

**SECTION 3. AUTHORIZATION OF VILLAGE PRESIDENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT.** The Village Board of Trustees hereby approves the Employment Agreement between the Village and Joseph Baber for the position of Village Manager and authorizes the Mayor to execute the Employment Agreement and any and all documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and consummate the intent of this Ordinance and the Employment Agreement hereby authorized.

**SECTION 4.** If any section, paragraph, clause, or provision of the Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of the Ordinance.

**SECTION 5.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 6.** This Ordinance shall be in full force and effect immediately upon its passage due to the urgency of this matter as found by the Village Board pursuant to 65 ILCS 5/1-2-4 and as otherwise provided by law.

**SECTION 7.** This Ordinance shall be numbered as Ordinance No. 23-070.

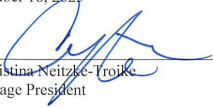
**EXHIBIT A**

**EMPLOYMENT AGREEMENT BETWEEN  
THE VILLAGE OF HOMER GLEN AND JOSEPH D. BABER FOR  
THE POSITION OF VILLAGE MANAGER**

Adopted this 18<sup>th</sup> day of December, 2023 pursuant to a roll call vote as follows:

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>PRESENT</u>
Consolino			X	
Fialko	X			
Mason	X			
McNaughton			X	
Reynders	X			
Steilen			X	
Neitzke-Troike (Village President)				
TOTAL	3		3	

**APPROVED** by the Village President on December 18, 2023

  
\_\_\_\_\_  
Christina Neitzke-Troike  
Village President

ATTEST:   
\_\_\_\_\_  
Candice Bielski  
Village Clerk

**VILLAGE OF HOMER GLEN, ILLINOIS  
EMPLOYMENT AGREEMENT**

This Agreement for Employment of a Village Manager is entered into as of this 18th day of December, 2023 by and between the Village of Homer Glen (hereinafter “Village” or “EMPLOYER”) and Joseph D. Baber (hereafter “Village Manager” or “EMPLOYEE”).

**COMMENCEMENT DATE**

This Employment agreement shall commence on December 18, 2023.

**ARTICLE I  
DUTIES AND RESPONSIBILITIES OF EMPLOYEE**

The EMPLOYEE shall have those duties and responsibilities as from time to time set forth in the Village Code of Ordinances, and the job description enacted or established by the Village relative to the position of the Village Manager as amended from time to time and incorporated by reference herein (Current Job Description attached hereto as Exhibit B), and the laws of the State of Illinois. The Village Manager shall be the chief executive officer and shall be responsible to the Village President and Village Board of Trustees for proper administration of the business affairs of the Village, the Statutes of the State of Illinois, the ordinances of the Village, and the resolutions and directives of the Village President and Village Board of Trustees. The EMPLOYEE shall be subject to all provisions set forth in the Personnel Policy Manual for the Village, as amended from time to time by the Village Board and incorporated herein by reference (current personnel manual attached hereto as Exhibit B) that are not in conflict with this Agreement.

**ARTICLE II  
SALARY**

Base Salary: EMPLOYER agrees to pay EMPLOYEE an annual base salary of \$ 160,000.00 per year. Salary payments shall be made to the EMPLOYEE at the same time periods as are in effect for other employees of the Village of Homer Glen.

In addition, consideration shall be given on an annual basis to an increase in compensation based on above average performance reviews, which take into consideration adherence to Board goals and objectives established jointly between the Village Manager and the Village President and Village Board of Trustees.

**ARTICLE III  
HEALTH, DENTAL AND TERM LIFE INSURANCE**

EMPLOYEE presently has health, dental, vision and term life insurance through the Village. EMPLOYEE shall be entitled to the same insurances as is provided under the Village of Homer Glen’s plan or plans for its general work force and will continue the same EMPLOYEE contributions for premiums as the other Village Employees.

**ARTICLE IV  
RETIREMENT BENEFITS**

The EMPLOYEE shall be covered by the Illinois Municipal Retirement Fund (“IMRF”), as required by law.

**ARTICLE V  
PAID TIME OFF (“PTO”)**

The EMPLOYEE shall maintain the current paid time off (“PTO”) which he has accrued during his time of employment with the Village. In addition, the EMPLOYEE shall receive 32 days of paid time off (“PTO”) per year to be accrued and used in accordance with the Village’s personnel policy as amended from time to time. EMPLOYEE will schedule his vacation days when it is least disruptive to the Village and will notify the Human Resources Department in advance of his scheduled vacation days.

The EMPLOYEE shall be permitted to carry over a maximum of 160 hours of accrued, but unused PTO leave in any one year. In the event the EMPLOYEE’S employment is terminated, either voluntarily or involuntarily, the EMPLOYEE shall be compensated for all accrued but unused PTO and floating holidays.

**ARTICLE VI  
HOLIDAYS AND FUNERAL LEAVE**

The EMPLOYEE shall be entitled to four (4) floating holidays per year to be used in accordance with the Village’s personnel policies, as amended from time to time. The EMPLOYEE shall receive additional holidays and funeral leave in accordance with the same benefits as in effect for other employees of the Village.

**ARTICLE VII  
PROFESSIONAL DUES**

The EMPLOYER shall be responsible for the payment of the EMPLOYEE’S costs of maintaining membership in professional associations including, but not limited to, the Illinois City/County Management Association (“ILCMA”), the International City/County Management Association, (“ICMA”), and similar professional associations whose member is beneficial to the Village. The EMPLOYEE may attend annual conferences of ILCMA and ICMA, and others that may benefit the Village, whenever sufficient funds are available and if authorized by the Village President and Village Board of Trustees. Attendance at the 2024 ICMA Conference is authorized by the Village President and Village Board of Trustees. Subsequent years will be budgeted through the normal Village budget, as authorized by the Village. In addition, the EMPLOYER shall pay the dues for membership in local civic groups whose membership may benefit the Village.

**ARTICLE VIII  
EXTENT OF SERVICES**

Notwithstanding approved participation in community service organizations and organizations related to the municipal governance profession, EMPLOYEE shall devote his attention to the interest and affairs of the Village of Homer Glen and shall promote the image of the Village of Homer Glen to the community.

**ARTICLE IX  
CELL PHONE AND COMPUTER**

The EMPLOYER shall provide the EMPLOYEE with a Village-owned cell phone and Village-owned laptop computer for business and reasonable personal use. The EMPLOYER will be responsible for costs for this phone and computer.

**ARTICLE X  
TERM OF EMPLOYMENT**

The Village hereby employs EMPLOYEE as the Village Manager of the Village of Homer Glen and EMPLOYEE hereby accepts employment with the Village as its Village Manager. Employment shall continue until his successor is hired, unless terminated in accordance with this Agreement.

**ARTICLE XI  
TERMINATION**

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

The corporate authorities vote to terminate EMPLOYEE for cause at a properly posted and duly authorized public meeting.

If the EMPLOYER, citizens, or legislature acts to amend any provisions of this charter, code, or 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.

1. TERMINATION FOR CAUSE:

The Village may terminate EMPLOYEE'S employment for cause. As used in this Agreement, cause shall include any one or more of the following:

- Conviction of a felony under State or Federal law, of conviction of a misdemeanor, or official misconduct defined under State law.
- Deliberate violation of any ordinance, regulations, order, policy, personnel manual policy, or rule of the Village of Homer Glen, or failing to obey any lawful



direction given to him by the Village's Board of Trustees when such violation or failure to obey amounts to insubordination or serious breach of discipline that may reasonably be expected to result in material loss or injury to the Village or the public.

- Accepting any unlawful gift in violation of the Gift Ban Act.
- Deliberately and improperly using, destroying or damaging Village, public or employee property.
- Falsifying personnel or other Village records, including employment applications, accident records work records, purchase orders, time sheets, or any other report, record or application required in connection with one's employment.
- Providing information to the Board of Trustees that EMPLOYER knows to be false or misleading.
- Intentionally furnishing false information to the Village.
- Possessing or using firearms or weapons on Village property.
- Stealing Village or employee property.
- Reporting to work while under the influence of alcoholic beverages or illegal drugs and/or controlled substances.
- Death or disability that prevents EMPLOYEE from performing the essential functions of his job with or without reasonable accommodations. Disability is defined as the Employee's inability to perform Employee's duties for a period of six consecutive months after the exhaustion of any accrued sick leave, if available, and exhaustion of interactive dialogue regarding any reasonable accommodation required by law.
- Failure to return from any leave of absence required or permitted to be given to Village employees.
- Willful breach or habitual neglect of duty, acts of moral turpitude or other conduct in derogation of the rights, duties or public confidence of the Village.

**Hearing:** If termination occurs under this paragraph for cause, EMPLOYEE shall have no claim against the Village for wages, health and other benefits or severance pay for the unfulfilled term of this Agreement. Except for termination as the result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor, official misconduct, or death, the Board of Trustees shall not terminate the employment of EMPLOYEE for cause without first giving him a written statement of the reasons for the termination of his employment and affording him ten (10) days from the date of such Termination notice to either respond in writing, or in person at a closed session of the Board of Trustees to discuss the reasons given for the termination of his employment. EMPLOYEE shall have the right to be represented by counsel at his own cost and expense during the closed session meeting.

## 2. TERMINATION WITHOUT CAUSE:

The Board of Trustees may terminate EMPLOYEE'S employment without cause and without prior notice effective at any time during the term of this Agreement, provided that, in the event of such termination, the Village shall pay EMPLOYEE the equivalent twenty (20) weeks of salary and benefits if termination occurs during the first year of this Agreement and twenty (20) weeks of salary and benefits if termination occurs after the

first year of this Agreement, payable through regular pay periods as if EMPLOYEE was still employed, or in one lump sum, at the sole discretion of the EMPLOYEE. EMPLOYEE shall have no right of appeal from any such termination. EMPLOYEE'S right to receive three (3) months or six (6) months of salary and benefits (as applicable) is conditioned upon EMPLOYEE'S execution of a severance agreement and complete release of any possible claims against the Village, in such form as the Village shall reasonably require. EMPLOYEE shall not be entitled to receive severance pay if he is terminated for cause as defined in Section X of this Agreement, if he terminates his employment relationship with the Village, or if this Agreement expires and is not renewed.

The Village Agrees to provide EMPLOYEE written notice not less than three (3) months prior to end of said contract of EMPLOYER'S intent not to renew or extend his contract. If EMPLOYER does not provide said notice and agreement is not renewed, the EMPLOYEE will be entitled to receive severance as outlined in this Agreement.

## **ARTICLE XII RESIGNATION**

The parties agree that the EMPLOYEE may terminate this Agreement by giving the EMPLOYER a minimum of thirty (30) calendar days' written notice to the Village President prior to the EMPLOYEE'S final day of employment

## **ARTICLE XIII DURATION**

This Agreement shall be effective upon the date of commencement and continue through the term of the mayor, unless termination in accordance with Article X or Article XI. This Agreement may be modified in writing at any time upon approval of the Board of Trustees, EMPLOYER and EMPLOYEE. Termination of this Agreement shall be in accordance with Article X or Article XI.

## **ARTICLE XIV PERFORMANCE EVALUATION**

A review of the EMPLOYEE'S performance shall be conducted at least once annually by the Village President and the Village Board of Trustees according to procedures and criteria determined jointly by the EMPLOYER and the EMPLOYEE. The review shall include an evaluation of the EMPLOYEE'S performance in accomplishing such goals and objectives as the Village President and Village Board of Trustees may establish, from time to time, which shall be generally attainable given the annual operating and capital budgets of the Village and the other resources and time available to the EMPLOYEE. The review process shall provide to the EMPLOYEE and adequate opportunity to discuss the evaluation with the Village Board of Trustees. The failure of the Village President and Village Board of Trustees to meet and evaluate EMPLOYEE'S performance shall not constitute a breach of this Agreement.

Unless the EMPLOYEE expressly requests otherwise in writing, the evaluation of the EMPLOYEE shall at times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the EMPLOYER or EMPLOYEE from sharing the content of the EMPLOYEE'S evaluation with their respective legal counsel.

#### **ARTICLE XV OUTSIDE EMPLOYMENT**

The EMPLOYEE may engage in activities outside Village employment, such as teaching, consulting and volunteer services, provided that such activities do not impede or interfere with employment responsibilities hereunder and do not result in a conflict of interest.

#### **ARTICLE XVI INDEMNIFICATION**

Beyond that required under Federal, State or Local Law, EMPLOYER shall defend, save harmless and indemnify EMPLOYEE against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including any reasonable attorney's fees, and all other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitration or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as Village Manager 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 is willful or wanton conduct. If necessary to avoid conflict of interest between EMPLOYER and EMPLOYEE, the EMPLOYEE may request, and the EMPLOYER shall not unreasonably refuse to provide the independent legal representation at EMPLOYER'S expense and EMPLOYER may not unreasonably without 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, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings 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 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 settle any claim or suit. 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 in the event EMPLOYEE is no longer employed by EMPLOYER.

## **ARTICLE XVII BONDING**

The EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.

## **ARTICLE XVIII ETHICS**

The parties agree the Village Manager is subject to The Village of Homer Glen's ethical or performance standards and any similar standards set forth by any other professional and civic organizations to which he is or becomes a member of, including but not limited to ICMA, APA (American Planning Association) and GFOA (Government Finance Officials Association). EMPLOYEE shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding office in the Village, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

## **ARTICLE XIX MISCELLANEOUS**

1. **NOTICES**: Any notice required or desired to be given under this Agreement shall be deemed given if in writing and served personally on EMPLOYEE or sent by Certified Mail to EMPLOYEE'S resident or the Village's principal office, as the case may be.
2. **WAIVER OF BREACH**: The Village's waiver of a breach of any provision of this Agreement by EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by EMPLOYEE. No waiver shall be valid unless in writing and signed by an authorized officer of the Village, other than EMPLOYEE himself, and approved by a majority of the Board of Trustees.
3. **ASSIGNMENT**: EMPLOYEE acknowledges that his services are unique and personal. Accordingly, EMPLOYEE may not assign his rights or delegate his duties or obligations under this Agreement. The Village's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Village's successors and assigns.
4. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by agreement in writing signed by both parties.
5. **HEADINGS**. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

6. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. APPLICABLE LAW: This Agreement shall be subject to and governed by the laws of the State of Illinois, and venue shall be in Will County.
8. INVALID PROVISION: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

Dated this 2 day of January, 2028<sup>4</sup>

EMPLOYEE:

  
\_\_\_\_\_  
Joseph D. Baber

EMPLOYER:

  
\_\_\_\_\_  
Christina-Neitzke-Projke  
Village President