

ORDINANCE NO. 814

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE APPROVING STEVE WILSON EMPLOYMENT AGREEMENT

WHEREAS, the Village of Bellevue desires to extend its employment of Steve Wilson with the Village of Bellevue

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF BELLEVUE, ILLINOIS as follows:

1. The Village Board finds as fact the recitals set forth above.
2. The Steve Wilson Employment Agreement (the "Employment Agreement"), attached hereto as Exhibit A, is hereby approved.
3. The President, Clerk and other officers of the Village are authorized to execute all documents and to perform all acts necessary to carry out the Employment Agreement according to its terms.
4. This Ordinance shall take effect upon passage and publication as provided by law.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF OCTOBER, 2022.

AYES: 5

NAYS: 0

ABSENT: 1

VILLAGE OF BELLEVUE, ILLINOIS

By: Larry D. Merriman  
Larry D. Merriman, President

Attest: Susan Pesch  
Susan Pesch, Clerk

October 1, 2022

VILLAGE OF BELLEVUE

  
LARRY D. MERRIMAN, President

  
STEVE WILSON

**THE STEVE WILSON/VILLAGE OF BELLEVUE, ILLINOIS  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into effective October 1, 2022, by and between the **VILLAGE OF BELLEVUE, ILLINOIS**, municipal corporation ("Employer") and **STEVE WILSON** of Bellevue, Illinois ("Employee").

1. **Term of Employment.** Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period beginning **October 1, 2022**, and ending **September 30, 2025**. This Agreement may be terminated prior to its expiration date as hereinafter provided.

2. **Duties.**

(a) **Principal Duties.** Employee is hereby employed as a Street Superintendent. Employee's duties include, without limitation, the duties as provided in the Street Superintendent Job Description attached here to and made a part hereof as **Exhibit A**.

(b) **Emergency Duties.** Employee shall salt and remove snow and ice from Employer's streets during inclement weather as reasonable requested by Employer. Any emergency duties to be performed by Employee pursuant hereto shall be limited to only Employer emergencies and may be performed by Employee outside of regular work hours as required by the nature of the emergency.

(c) **Change in Principal Duties.** The principal duties of Employee, as specified in the attached Job Description, may be changed at any time at the discretion of Employer. Notwithstanding any such change, the employment of Employee shall be construed as continuing under this Agreement as modified.

3. **Hours of Employment.** Employment guarantees that it will make available to Employee no less than forty (40) hours of work per week.

4. **Other Employment.**

(a) **Engagement.** Employee may, during the term of this Agreement, directly or indirectly render any services of a business, commercial, or professional nature, whether for compensation or otherwise, to others; provided, however, that the performance of such services shall not interfere with Employee's obligations pursuant to this Agreement. No such other services shall be performed during paid working hours for Employer.

(b) **Conflict of Interest.** Employee understands that certain activities might be considered as being in conflict with the best interests of Employer or using the position for personal interest. Such activities are not permitted. Such activities include but are not limited to the following:

- Using Employer's tools for non-Employer projects.

- Using Employer's building or other facilities to work on non-Employer projects, equipment or vehicles or for storage of non-employer items.
- Using Employer's equipment or vehicles for non-Employee activities.
- Using Employer's employment position to obtain items/commodities for personal use without prior approval of Employer.

**5. Wages and Compensation.** Subject to all applicable federal, state and local wage and hour laws and any such other laws regulating the payment of compensation, Employer shall pay Employee, as compensation for services rendered to Employer under this Agreement by Employee the following gross compensation:

From October 1, 2022 to September 30, 2024	\$33.00 per hour
From October 1, 2024 to September 30, 2025	\$33.99 per hour

Employer shall make payments to Employee at least as frequently as Employee has been paid by Employer prior to the date of this Agreement.

**6. Paid Time Off.**

**(a) Vacation.** Employee shall be entitled to five (5) weeks of paid vacation per year during this Agreement beginning May 1, 2021; provided that Employee notify Employer no less than one (1) week before taking any vacation days. To the extent reasonable, the dates of vacation time shall be mutually agreed upon by Employer and Employee. Vacation pay shall be based upon a work week of forty (40) hours. Any vacation time not taken by April 30, of the applicable year shall be forfeited. Employee shall not be entitled to vacation pay in lieu of vacation, nor may Employee be paid for hours worked on vacation days.

**(b) Holidays.** Except in the event of an emergency. Employee shall not be required to work on the following holidays:

New Year's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Thanksgiving
*Day after Thanksgiving	Christmas

If any of the referenced holidays falls on a weekday, Employee shall be compensated for such holiday at the rate of eight (8) hours per day. If employee must work on any of the designated holidays, then Employee shall be entitled to holiday pay as aforementioned plus normal compensation for the hours worked on that holiday

**7. Other Benefits.**

**(a) Health Insurance.** Employer shall pay the cost of health insurance coverage for Employee and his family for major medical as provided in the health insurance coverage Employee

has as of October 1, 2022 through the Village of Bellevue. The Board of the Village of Bellevue reserves the right to change the health insurance plan, so long as the coverage provided under a different health insurance plan is comparable to the coverage provided as of October 1, 2022.

**(b) Retirement.** Employer shall make periodic contributions to the Illinois Municipal Retirement Fund on behalf of Employee.

## **8. Termination.**

**(a) By Employer With Cause.** If Employee willfully breaches or neglects the duties which her Employer required performance under this Agreement after advance written warning from Employer, Employer may, at its option, terminate this Agreement by giving written notice of termination to Employee, without prejudice to any other remedy to which the Employer may be entitled either at law, in equity or under this Agreement.

**(b) By Employee.** This Agreement may be terminated by Employee upon two (2) weeks prior written notice to Employer.

**(c) Agreement Expiration.** This Agreement shall terminate as of September 30, 2025 without further notice.

**9. Merger of Negotiations.** It is agreed that this Agreement constitutes the entire contract of employment between Employer and Employee. There is no statement, promise, agreement, or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge or invalidate this Agreement or any of the provisions hereof.

**10. Assignment.** The parties agree that this Agreement is personal to Employer and Employee, and cannot be assigned by either party without written consent of the other.

**11. Amendment and Waiver.** Any provisions of this Agreement may be altered or amended by a written document signed by both parties hereto setting forth such alteration of amendment without affecting the obligations created by the provisions of this Agreement. Employer and Employee 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.

**12. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**13. Severability.** If any provision of this Agreement is held invalid by any tribunal in the a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as to modified, such provision shall be deemed a part of this Agreement. If it is no possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated form this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.