



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

March 16, 2022

Mr. Paul De Michele
17W275 Rodeck Lane
Bensenville, Illinois 60106

Re: March 8, 2022 FOIA Request

Dear Mr. De Michele:

I am pleased to help you with your March 8, 2022 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on March 9, 2022. You requested copies of the items indicated below:

"Pursuant to the Freedom of Information Act I request the following: 1) Copies of any and all employment contracts for employee Evan Summers prior to July 2021. From date first employment."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-37-2016. (19 pgs.)
- 2) Village of Bensenville Ordinance No. 26-2017. (19 pgs.)


These are all the records found responsive to your request.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when complied without possibility of attribution to any person." 5ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: publicaccess@atg.state.il.us. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

COREY WILLIAMSON
DEPUTY CLERK

MARCH 8,
2022

PURSUANT TO THE FREEDOM OF INFORMATION
ACT I REQUEST THE FOLLOWING:

1) COPIES OF ANY AND ALL
EMPLOYMENT CONTRACTS FOR
EMPLOYEE EVAN SUMMERS PRIOR
TO JULY 2021. FROM DATE OF FIRST
EMPLOYMENT.

PLEASE SEND TO:

THANKS
Paul

PAUL DE MICHELE
17W275 RODECK LN.
BENSENVILLE, IL 60106
PH 630-279-6528
FAX 630-834-7536

10757

Rec. 3/9/22

RESOLUTION NO. R-37-2016

**A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF BENSENVILLE AND EVAN K. SUMMERS
FOR SERVICES AS VILLAGE MANAGER**

WHEREAS, the Village of Bensenville (hereinafter referred to as the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, pursuant to said statute, the Village is empowered to provide for the carrying out of its purposes thereunder, including the hiring of such permanent and temporary employees as are necessary and convenient for such; and

WHEREAS, the Village has had a vacancy in the office of Village Manager, due to the resignation of its former Village Manager; and

WHEREAS, the Village engaged the services of a Management Search Company to assist in the search and recruitment of a new Village Manager; and

WHEREAS, the Village evaluated numerous candidates and interviewed several of those candidates to find an individual who was suited to serve as the Village Manager; and

WHEREAS, during the course of the Manger search process, the Village President and Board of Trustees found that Evan K. Summers possesses the educational requirements and professional qualifications to serve the Village as its Village Manager; and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate and necessary to appoint and employ a Village Manager, and, accordingly, engage Evan K. Summers, to serve as the Village Manager pursuant to the terms of a Professional Services Agreement between the Village and Evan K. Summers, in the form attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, pursuant to said Agreement, Evan K. Summers will serve as the Village Manager for a term commencing March 8, 2016, through the conclusion of the current Village President's term; and

WHEREAS, Evan K. Summers is willing to serve in the capacity as the Village Manager pursuant to the terms and conditions set forth in the Professional Services Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Village President, on behalf of the Village, is authorized to execute, and the Village Clerk is authorized to attest to said signature, the Professional Services Agreement in the form attached hereto as Exhibit "A."

SECTION 3. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 23rd day of February, 2016.

APPROVED:



Frank Soto, Village President

ATTEST:


Ilsa Rivera-Trujillo, Village Clerk

Ayes: Carmona, DeSimone, Jaworska, Janowiak, O'Connell, Wesseler

Nays: None

Absent: None

VILLAGE OF BENSENVILLE/EVAN K. SUMMERS
VILLAGE MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 22nd day of February, 2016, by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and EVAN K. SUMMERS (hereinafter referred to as "MANAGER").

W I T N E S S E T H:

WHEREAS, heretofore the citizens of the VILLAGE have adopted by referendum, the Managerial Form of Local Government, as set forth in the statutes of the State of Illinois; and

WHEREAS, under and pursuant to the Managerial Form of Local Government, the VILLAGE desires to retain Evan K. Summers as the Village Manager of the VILLAGE; and

WHEREAS, the MANAGER is willing to be employed by the VILLAGE, pursuant to the covenants, terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

SECTION 1. Employment and Duties. The VILLAGE hereby employs and retains the MANAGER and the MANAGER hereby accepts such employment and engagement, and covenants hereby to perform the functions and duties of the Village Manager specified in the Municipal Code of the VILLAGE and in Article V of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), and in accordance with the Village Code, Sections 1-7-2 and 1-7-4, and all other applicable Ordinances and Statutes, and to perform such other legally permissible and proper duties and functions as the Village Board shall from time to time assign. During the Term of Employment and any extensions hereto:

A. The MANAGER's services shall be rendered on a full-time exclusive basis;

B. The MANAGER shall devote and apply, on a full-time basis, all of his skills and experience to the performance of his duties and the furtherance of the VILLAGE'S interests and shall not engage in any other employment unless otherwise agreed to by the VILLAGE; and

C. The MANAGER shall report to the VILLAGE Board of the VILLAGE.

SECTION 2. Term of Employment. The Term of Employment, used in this Agreement, shall be that period of time commencing upon March 8, 2016, and continuing through the last day of the term of the incumbent Village President (hereinafter referred to as "Termination Date"), unless the Term of Employment has been terminated sooner by one of the methods set forth below. Upon the expiration of this Agreement on the last day of the term of the incumbent Mayor, and if the MANAGER is willing and able to perform his duties under this Agreement on the date of said expiration, the VILLAGE shall pay to the EMPLOYEE three (3) month severance pay and benefits, as provided for in this Agreement. Said payment would not be due and owing if the MANAGER and VILLAGE enter into a new contract and MANAGER continues to perform services for the VILLAGE in contemplation of the PARTIES entering into a new contract.

SECTION 3. Salary and Evaluations.

A. The VILLAGE will pay the MANAGER for his services rendered pursuant hereto an annual base salary of One Hundred and Fifty Thousand Dollars and 00/100 Dollars (\$150,000.00), payable in equal installments at the same time as other employees of the VILLAGE are paid, effective upon the first pay period under this Agreement. All salary, benefits, reimbursements and other payments to MANAGER under this Agreement shall be

subject to all applicable payroll and withholding taxes and deductions required by law. The MANAGER agrees that he shall be responsible for paying any and all of the MANAGER'S share of federal, state and local taxes.

B. Commencing in or about December, 2016, and effective each December thereafter, during the Term of Employment the VILLAGE will perform an Annual Performance Review of the MANAGER, being an evaluation of his performance and satisfactory completion of goals and objectives mutually agreed to between the parties. The VILLAGE agrees to increase said base salary and/or benefits of the MANAGER in such amount and to such extent as the VILLAGE may determine in their sole and exclusive discretion.

C. The VILLAGE shall pay the premium for the fidelity bond required of the MANAGER under VILLAGE ordinance or State law.

D. The VILLAGE shall annually contribute toward MANAGER'S ICMA-RC Deferred Compensation Plan or other Defined Contribution Plan ("PLAN") the amount of six (6%) percent of the MANAGER'S annual base salary in each year during the term of this Agreement, the VILLAGE agrees to contribute toward MANAGER'S PLAN such amount it shall, in its mutual discretion, determine. All such contributions, if any, shall be contributed directly by the VILLAGE to such PLAN, or paid as compensation to the MANAGER and then deducted and paid into such PLAN, as the PLAN document requires.

E. The Village may elect to provide a Retiree Health Savings Plan, amended as necessary to comply with applicable law based on the format designed by ICMA-RC. The MANAGER shall participate in such plan to the extent required of all other exempt employees of the VILLAGE.

SECTION 4. Other Terms and Conditions of Employment.

A. The VILLAGE Board of the VILLAGE shall fix such other conditions of employment as it may determine from time to time, relating to the services of the MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Village Code or any law. The VILLAGE agrees to notify the MANAGER of any changes or modification to terms and conditions of employment.

B. In addition to said benefits enumerated herein for the benefit of the MANAGER, all provisions of the VILLAGE Code, and regulations and rules of the VILLAGE relating to sick leave, personal days, retirement and pension contributions, holidays, other fringe benefits and working conditions as they now exist or hereafter may be changed shall also continue to apply to the MANAGER as they would to Department Heads of the VILLAGE, except as otherwise provided for herein.

C. It is recognized that the MANAGER must devote a great deal of his time outside normal office hours to the business of the VILLAGE, and as compensation for additional time worked, the MANAGER will be allowed to vary his working hours in the office as he shall deem appropriate.

D. Whether or not any given claim, demand, or other legal action occurs within the Term of the MANAGER's tenure as VILLAGE Manager of the VILLAGE, the VILLAGE shall defend, hold harmless and indemnify the MANAGER from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the MANAGER's duties as VILLAGE Manager of the VILLAGE; provided, however, that such indemnification shall not extend to or cover any illegal acts or acts involving moral turpitude. It is understood hereby that the VILLAGE shall pay all costs involved with such defense, holding harmless and indemnity, whether such costs arise out of any settlement or judgment rendered thereon, including attorneys' fees, provided that with respect to

the latter, it is understood that the VILLAGE shall have chosen the mutually agreed upon counsel for the defense of the MANAGER as Village Manager.

SECTION 5. Automobile. The MANAGER's duties require that he shall have a means and mode of transportation available. Accordingly, at the MANAGER's option, the Village will provide a vehicle or, in the alternative, a vehicle allowance in the event the MANAGER is provided an automobile allowance, said allowance shall be in the amount of Three Hundred and Fifty Dollars (\$350.00) per month and that amount shall be paid monthly to the MANAGER and shall not be considered compensation or impact the MANAGER'S base salary. The MANAGER shall provide proof that said vehicle is insured.

SECTION 6. Holiday and Personal Leave, Vacation Leave, and Sick Leave. The MANAGER shall be entitled to receive annually twenty (20) vacation days and ten (10) days of sick leave, which vacation and leave shall be immediately available to the MANAGER. Any unused vacation shall be treated as provided for to the other Village employees.

SECTION 7. Disability, Health, and Life Insurance.

A. The VILLAGE agrees to pay hospitalization, surgical and comprehensive medical insurance for the MANAGER and his dependents and to pay the premiums thereon equal to that which is provided all other VILLAGE employees or in the event no plan exists, to provide the same for the MANAGER. If the Manager declines coverage, he will be reimbursed \$5,000 at the end of the 12-month term

SECTION 8. General Expenses. The VILLAGE recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the MANAGER during the course of his employment, and covenants hereby that it shall reimburse or pay such expenses. Accordingly, the Budget Officer of the VILLAGE is authorized hereby to disburse such monies

upon his receipt of expense or petty cash vouchers, receipts, statements, or personal affidavits duly executed and given him by the MANAGER. The MANAGER shall provide, on a monthly basis, an Expense Report detailing all expenses incurred for said period, including the nature of the expense and purpose thereof

SECTION 9. Memberships. The VILLAGE will budget and pay the professional dues and subscriptions of the MANAGER necessary for the continuation of his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, limited to attendance at one National Conference and one State Conference. Included in the foregoing, the MANAGER is authorized to become a member of two (2) such civic clubs or organizations, located in the VILLAGE, for which the VILLAGE shall pay all expenses. The MANAGER shall make periodic reports to the VILLAGE Board of the VILLAGE with respect to each such membership.

SECTION 10. Professional Development.

A. The VILLAGE will continue to budget and pay the travel and subsistence expenses of the MANAGER, pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures, for professional and official travel and meetings to continue the professional development of the MANAGER and to pursue necessary official and other functions for the VILLAGE, including but not limited to his attendance at the Annual Conference of the International City Management Association (hereinafter referred to as "ICMA"), the DuPage Mayors and Managers Conference, and conferences and meetings sponsored by the National League of Cities, Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the MANAGER or the VILLAGE is a

member and as the VILLAGE may designate. Limited to attendance of one National Conference and one State Conference unless otherwise agreed upon by the VILLAGE.

B. The VILLAGE will also budget and pay for the travel and subsistence expenses of the MANAGER for courses, institutes, and seminars that are necessary for his professional development and for the good of the VILLAGE which has been approved by the VILLAGE President and pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures.

SECTION 11. Termination. The Term of Employment shall terminate upon:

A. The death of the MANAGER; or

B. Termination of the services of the MANAGER by the VILLAGE Board of the VILLAGE. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the VILLAGE Board of the VILLAGE to terminate the services of the MANAGER at any time without hearing, with or without cause, and with notice, subject only the provisions set forth in this Agreement; or

C. Resignation by the MANAGER. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from his position with the VILLAGE, subject only to forty-five (45) days notice to this VILLAGE and subject to the provisions set forth in this Agreement; or

D. The occurrence of the Termination Date.

SECTION 12. Severance Pay Upon Termination.

A. Upon the death of the MANAGER, the named beneficiary designated by the MANAGER shall be entitled to the insurance benefits set forth in this Agreement.

B. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE, with cause, the VILLAGE shall have no obligation to pay the severance sum designated in this Agreement or any other compensation whatsoever.

For purposes of this Agreement, "cause" means (i) commission by the MANAGER of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the VILLAGE, or any other intentional wrongful acts which involve personal gain to the MANAGER; or (ii) commission by the MANAGER of a felony; or (iii) commission by the MANAGER of any activity or conduct which is likely to bring dishonor or disrepute to the position of Village Manager or to the VILLAGE, including but not limited to theft, dishonesty, or conviction of a crime involving drug abuse or moral turpitude. Any misfeasance that is fully cured by the MANAGER within thirty (30) days of the MANAGER'S being given notice of such by the Village President shall not be deemed to be "cause" for the purposes of this Agreement. The MANAGER shall have no ability, however, to cure any of the other acts enumerated as constituting "cause" in this paragraph.

C. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE without cause, the VILLAGE shall pay the MANAGER a lump sum cash payment equal three (3) months salary as of the time of termination, and the Village shall continue all health and insurance benefits for a period of three (3) months.

D. In the event the services of the MANAGER are terminated by the MANAGER, then the VILLAGE shall have no obligation to pay the severance sum designated in this Agreement, unless otherwise agreed by Parties of this Agreement.

SECTION 13. Property of the VILLAGE. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the VILLAGE are and shall at all times remain the property of the VILLAGE. The

MANAGER covenants that, upon the termination of the Term of Employment, the MANAGER shall not retain, and shall return to the VILLAGE, all of the business plans, financial data or reports, memoranda, correspondence and all other documents pertaining to the current or prospective business of the VILLAGE.

SECTION 14. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of the Parties, and their respective heirs, personal and legal representatives, successors and assigns. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by any Party of its or his rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

SECTION 15. Notice Provisions. Any notice required to be given hereunder shall be deemed given, if in writing and sent by certified or registered mail, return receipt requested, United States postage prepaid, to his last known residence, in the case of the MANAGER, and to the VILLAGE Clerk (with a copy to the President) of the VILLAGE at 12 S. Center Street, Bensenville, Illinois 60106, in the case of VILLAGE.

SECTION 16. Confidentiality. The MANAGER acknowledges that the MANAGER has had and will have access to confidential information (hereinafter referred to as "Confidential Information") which is not generally known outside the corporation known as the VILLAGE OF BENSENVILLE. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information but which has become public other than through a breach of this Agreement or other improper means. During his Term of Employment, and for two (2) years following the termination of employment, the MANAGER

covenants and warrants that, without the prior written authorization of the VILLAGE Board of the VILLAGE, the MANAGER shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the VILLAGE in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein. Said confidentiality shall be subject to any applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders.

SECTION 17. Entire Agreement. This Agreement, including the attached authorizing ordinance contains the entire agreement and understanding by and between the Parties with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provisions of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

SECTION 18. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The parties agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be proper in the

Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The Parties agree to voluntarily submit to the jurisdiction of the courts for any such proceeding.

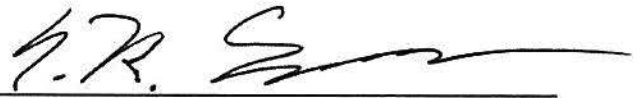
IN WITNESS WHEREOF, the VILLAGE OF BENSENVILLE, at a properly convened public meeting and pursuant to authority provided by law, have hereby approved this Agreement by the passage of a Resolution by the VILLAGE Board, authorizing the execution of said Agreement by the President with an attestation by the VILLAGE Clerk, and that Evan K. Summers has voluntarily executed this Agreement and that the Parties hereto have entered their hands and seals the day and year first above written.

VILLAGE OF BENSENVILLE:

MANAGER:



Frank Soto, Village President



Evan K. Summers

ATTEST:


Ilsa Rivera-Trujillo, Village Clerk

Exhibit A

(Ordinance approving Village Manager Employment Agreement)

RESOLUTION NO. R-37-2016

**A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF BENSENVILLE AND EVAN K. SUMMERS
FOR SERVICES AS VILLAGE MANAGER**

WHEREAS, the Village of Bensenville (hereinafter referred to as the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, pursuant to said statute, the Village is empowered to provide for the carrying out of its purposes thereunder, including the hiring of such permanent and temporary employees as are necessary and convenient for such; and

WHEREAS, the Village has had a vacancy in the office of Village Manager, due to the resignation of its former Village Manager; and

WHEREAS, the Village engaged the services of a Management Search Company to assist in the search and recruitment of a new Village Manager; and

WHEREAS, the Village evaluated numerous candidates and interviewed several of those candidates to find an individual who was suited to serve as the Village Manager; and

WHEREAS, during the course of the Manger search process, the Village President and Board of Trustees found that Evan K. Summers possesses the educational requirements and professional qualifications to serve the Village as its Village Manager; and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate and necessary to appoint and employ a Village Manager, and, accordingly, engage Evan K. Summers, to serve as the Village Manager pursuant to the terms of a Professional Services Agreement between the Village and Evan K. Summers, in the form attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, pursuant to said Agreement, Evan K. Summers will serve as the Village Manager for a term commencing March 8, 2016, through the conclusion of the current Village President's term; and

WHEREAS, Evan K. Summers is willing to serve in the capacity as the Village Manager pursuant to the terms and conditions set forth in the Professional Services Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Village President, on behalf of the Village, is authorized to execute, and the Village Clerk is authorized to attest to said signature, the Professional Services Agreement in the form attached hereto as Exhibit "A."

SECTION 3. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 23rd day of February, 2016.

APPROVED:



Frank Soto, Village President

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

Ayes: Carmona, DeSimone, Jaworska, Janowiak, O'Connell, Wesseler

Nays: None

Absent: None

Exhibit B
(Copy of Job Offer Letter from Mayor Soto.)



12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594.1105

www.bensenville.il.us

VILLAGE BOARD

President

Frank Soto

Board of Trustees

Pete Carmone
Frank DeSimone
Susan V. Janowski
Anne Jaworski
Martin O'Connell
Henry Wesseler

Village Clerk

Ilsa Rivera-Trujillo

Interim Village Manager

Frank J. Kosman

Evan Summers

RE: Village Manager

Dear Evan,

This letter is to formally extend an employment offer to you for the Position of Village Manager for the Village of Bensenville. As discussed during the interview process, the Village Manager is the key position within the Village Executive Management Team. You will report directly to the Village President and the Village Board and manage the other Departmental Directors. We are confident that your integrity, technical abilities and interpersonal skills will make you an excellent fit within our Organization.

Your starting salary for this Position will be \$150,000. You will also receive four weeks of vacation and will start with a bank of 10 sick days. The Village offers a PPO Health Insurance Plan through Blue Cross Blue Shield of Illinois (BCBS), or an HMO, also through BCBS of Illinois. The Village Dental Plan is through Met Life and is also part of the Plan benefits. The employee contribution toward the insurance premium is 15% of the premium cost. I have enclosed the current insurance costs for your convenience. If you decline hospitalization coverage at this time, the Village will add a \$5,000 stipend at the end of the 12 months. A Life Insurance Policy is offered to you, which is two times your salary and is at no cost to you. The Village Retirement Plan is through IMRF. You will also receive 6 % of your base salary toward ICMA deferred compensation.

This employment offer is contingent on the successful completion of the drug screen, and background check. You will be eligible for a performance review by the Board in December 2016.

On behalf of the Village of Bensenville, I welcome you to the Team and hope you will accept this appointment. Please contact me if you have any questions. My cell number is [REDACTED]

Sincerely,

Frank Soto
Village President





12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594.1105

www.bensenville.il.us

VILLAGE BOARD

President

Frank Soto

Board of Trustees

Rosa Carmona

Frank DeSimone

Susan V. Jaskowski

Anne Jaskowska

Martin D. Connell

Henry Wesseler

Village Clerk

Lisa Rivera-Trujillo

Interim Village Manager

Frank J. Kosman

cc: Patrick K. Bond, Village Attorney

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 26-2017

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Authorizing an Employment Agreement with Evan K. Summer as Village Manager**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF JUNE 2017**


Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28th day of June, 2017

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 26-2017 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Employment Agreement with Evan K. Summers as Village Manager.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 28th day of June, 2017.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 26-2017

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS AUTHORIZING AN EMPLOYMENT
AGREEMENT WITH EVAN K. SUMMERS AS VILLAGE MANAGER

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village is a managerial form of government, as set forth in the Illinois Municipal Code; and

WHEREAS, pursuant to the managerial form of government, the Village intends to employ Evan K. Summers as the village manager of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. 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. The Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Evan K. Summers, as Village Manager (the "*Agreement*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this 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 upon its passage, approval and publication as provided by law.

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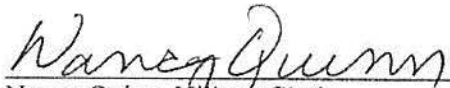
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 27 day of June 2017, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

AYES: Franz, Jaworska, Lomax, Perez

NAYES: None

ABSENT: Carmona, Panicola

Exhibit A

Agreement

AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE
OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS
AND EVAN K. SUMMERS, AS VILLAGE MANAGER

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 10th day of May 2017, by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and EVAN K. SUMMERS (hereinafter referred to as "MANAGER"). The VILLAGE and MANAGER shall also be referred to in this Agreement, as the "PARTIES" or "PARTY".

WITNESSETH:

WHEREAS, heretofore the citizens of the VILLAGE have adopted by referendum, the managerial form of local government, as set forth in Article 5 of the Illinois Municipal Code; and

WHEREAS, under and pursuant to the managerial form of local government, the VILLAGE desires to employ Evan K. Summers as the Village Manager of the VILLAGE; and

WHEREAS, the MANAGER is willing to be employed by the VILLAGE, pursuant to the covenants, terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES hereto agree as follows:

SECTION 1. Employment and Duties. The VILLAGE hereby agrees to employ and retain the MANAGER as Village Manager of the VILLAGE and the MANAGER hereby accepts such employment and engagement, and covenants hereby to perform the functions and duties of the Village Manager specified in the Bensenville Village Code and in Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*), and in accordance with all other applicable ordinances of the VILLAGE and statutes of the state of Illinois, and to perform such other

legally permissible and proper duties and functions as the Village Board shall from time to time assign. During the Term:

A. The MANAGER's services shall be rendered on a full-time and exclusive basis;

B. The MANAGER shall devote and apply, on a full-time basis, all of his skills and experience to the performance of his duties and the furtherance of the VILLAGE'S interests and shall not engage in any other employment or consulting, unless such is undertaken from time to time on behalf of a family owned business established prior to the Term of this Agreement, or otherwise agreed to by the Village Board; and

C. The MANAGER shall report to the VILLAGE President and VILLAGE Board of the VILLAGE.

SECTION 2. Term of Employment. The Term of Employment (hereinafter referred to as the "Term"), shall be that period of time commencing on May 10, 2017, and continuing through April 30, 2021, or the last day of the term of the Village President, whichever is latest in time (hereinafter referred to as "Termination Date"), unless the Term has been terminated sooner as provided for in this Agreement.

Upon the Termination Date, if the MANAGER is willing and able to continue to perform his duties under this Agreement, the VILLAGE shall pay to the MANAGER severance pay in an amount equal to four (4) months' salary and benefits, as provided for in this Agreement. Said payment shall not be due and owing to the MANAGER, if the MANAGER and VILLAGE either enter into a new agreement or the MANAGER continues to perform services for the VILLAGE while receiving the same compensation and benefits from the VILLAGE in accordance with this

Agreement in contemplation of the PARTIES entering into a new agreement within sixty (60) days of the Termination Date.

SECTION 3. Salary and Evaluations.

A. The VILLAGE will pay the MANAGER for his services rendered pursuant hereto an annual base salary of One Hundred and Seventy Thousand Dollars and 00/100 Dollars (\$170,000.00), payable in equal installments at the same time as other department heads of the VILLAGE are paid, effective upon the first pay period after the Term of this Agreement. All salary, benefits, reimbursements and other payments to MANAGER under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by law. The MANAGER agrees that he shall be responsible for paying any and all of the MANAGER'S share of federal, state and local taxes.

B. Commencing in or about December 2017, and effective each December thereafter, during the Term of this Agreement, the VILLAGE shall perform an Annual Performance Review of the MANAGER, being an evaluation of his performance and satisfactory completion of goals and objectives mutually agreed to between the PARTIES. The VILLAGE agrees to contemplate an increase in the base salary and/or benefits of the MANAGER in such amount and to such extent as the VILLAGE may determine in its absolute sole and exclusive discretion.

C. The VILLAGE shall pay the premium for the fidelity bond required of the MANAGER in accordance with the Bensenville Village Code or State law.

D. The VILLAGE shall annually, on or before October 31, contribute toward MANAGER'S 457b Deferred Compensation Plan or other Defined Contribution Plan ("PLAN") the amount of six percent (6%) of the MANAGER'S base salary in each year during the Term of

this Agreement. All such contributions shall be contributed directly by the VILLAGE to such PLAN, or paid as compensation to the MANAGER and then deducted and paid into such PLAN, as the PLAN document requires.

E. The Village may elect to provide a Retiree Health Savings Plan, amended as necessary to comply with applicable law based on the format designed by the Internal Revenue Service. The MANAGER may participate in such plan to the extent required of all other department heads of the VILLAGE.

SECTION 4. Other Terms and Conditions of Employment.

A. The VILLAGE shall pay a lump sum payment of fifteen thousand (\$15,000.00) to the MANAGER to cover costs related to relocating and purchasing a residential unit located within the corporate boundaries of the VILLAGE within twelve (12) months of the initial Term of this Agreement. Said lump sum payment shall be paid to MANAGER upon relocation. The MANAGER shall at all times maintain residence thereafter in the corporate boundaries of the VILLAGE throughout the Term of this Agreement or the MANAGER shall be required to forthwith reimburse the VILLAGE said lump sum payment.

B. In addition to said benefits enumerated herein for the benefit of the MANAGER, all provisions of the Bensenville Village Code, and regulations and rules of the VILLAGE relating to sick leave, personal days, retirement and pension contributions, holidays, other fringe benefits and working conditions as they now exist or hereafter may be changed shall apply to the MANAGER as they do to department heads of the VILLAGE.

C. It is recognized that the MANAGER must devote a great deal of his time outside normal office hours to the business of the VILLAGE, and as compensation for additional

time worked, the MANAGER will be allowed to vary his working hours in the office as he shall deem appropriate.

D. If any given claim, demand, or other legal action arising out of an event or occurs within the Term of this Agreement against the MANAGER, the VILLAGE shall defend, hold harmless and indemnify the MANAGER from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the MANAGER's duties as VILLAGE Manager of the VILLAGE; provided, however, that such indemnification shall not extend to or cover any intentionally wrongful or criminal act of the MANAGER. It is understood hereby that the VILLAGE shall pay all costs involved with such defense, holding harmless and indemnity, whether such costs arise out of any settlement or judgment rendered thereon, including attorneys' fees, provided that with respect to the latter, it is understood that the VILLAGE shall have chosen the mutually agreed upon counsel for the defense of the MANAGER.

E. The VILLAGE Board of the VILLAGE shall fix such other duties or task as it may determine from time to time, relating to the services of the MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Bensenville Village Code or any ordinance, law or state statute. The VILLAGE agrees to notify the MANAGER of any changes or modification to terms and conditions of employment.

SECTION 5. Automobile. The MANAGER's duties require that he shall have a means and mode of transportation available. Accordingly, at the MANAGER's option, the VILLAGE will provide a vehicle or, in the alternative, a vehicle allowance. In the event the MANAGER is provided a vehicle allowance, said allowance shall be in the amount of Four Hundred Dollars

(\$400.00) per month and that amount shall be paid monthly to the MANAGER and shall not be considered compensation or impact the MANAGER'S base salary. If provided a vehicle allowance, the MANAGER shall provide proof that said vehicle is insured.

SECTION 6. Holiday and Personal Leave, Vacation Leave, and Sick Leave. The MANAGER shall be entitled to receive annually twenty (20) vacation days and ten (10) days of sick leave, which shall be immediately available to the MANAGER. Any unused vacation days shall be treated in the same manner provided to all other department heads of the VILLAGE.

SECTION 7. Disability, Health, and Life Insurance. The VILLAGE agrees to provide hospitalization, surgical and comprehensive medical insurance for the MANAGER and his dependents and to pay the premiums thereon equal to that which is provided to all other department heads or in the event no plan exists, to provide the same for the MANAGER. If the MANAGER declines coverage, he will be paid seven thousand dollars (\$7,000) at the end of each calendar year.

SECTION 8. General Expenses. The VILLAGE recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the MANAGER during the course of his employment, and covenants hereby that it shall reimburse or pay such expenses. Accordingly, the Finance Director of the VILLAGE is authorized hereby to disburse such monies upon his receipt of expense or petty cash vouchers, receipts, statements, or personal affidavits duly executed and given him by the MANAGER. The MANAGER shall provide a monthly report to the VILLAGE detailing all expenses incurred and the nature and purpose of such expense.

SECTION 9. Memberships. The VILLAGE will budget and pay the professional dues and subscriptions of the MANAGER necessary for the continuation of his participation in

national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, limited to attendance at one national and one state conferences. Included in the foregoing, the MANAGER is authorized to become a member of two (2) such civic clubs or organizations, located or directly affiliated with activities in the VILLAGE, for which the VILLAGE shall pay all expenses. The MANAGER shall make periodic reports to the VILLAGE Board of the VILLAGE with respect to each such membership.

SECTION 10. Professional Development.

A. The VILLAGE will budget and pay the travel and subsistence expenses of the MANAGER, pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures, for professional and official travel and meetings to continue the professional development of the MANAGER and to pursue necessary official and other functions for the VILLAGE, including but not limited to his attendance at the Annual Conference of the International City Management Association (hereinafter referred to as "ICMA"), the DuPage Mayors and Managers Conference, and conferences and meetings sponsored by the National League of Cities, Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the MANAGER or the VILLAGE is a member and as the VILLAGE may designate, but limited to attendance of one national conference and one state conference unless otherwise agreed upon by the VILLAGE.

B. The VILLAGE will budget and pay for the travel and subsistence expenses of the MANAGER for courses, institutes, and seminars that are necessary for his professional development and for the good of the VILLAGE which have been approved by the

VILLAGE Finance Director and pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures.

SECTION 11. Termination. The Term of this Agreement shall terminate upon:

- A. The death of the MANAGER; or
- B. Termination of the services of the MANAGER by the VILLAGE Board of the VILLAGE. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the VILLAGE Board of the VILLAGE to terminate the services of the MANAGER at any time without hearing, with or without cause, and with notice, subject to the provisions set forth in this Agreement; or
- C. Resignation by the MANAGER. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from his position with the VILLAGE, subject only to forty-five (45) days written notice to the VILLAGE and subject to the provisions set forth in this Agreement; or
- D. The occurrence of the Termination Date.

SECTION 12. Severance Pay Upon Termination.

- A. Upon the death of the MANAGER, the named beneficiary designated by the MANAGER shall be entitled to the benefits of any other department head of the VILLAGE or as set forth in this Agreement.
- B. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE, with cause, the VILLAGE shall have no obligation to pay the severance, as set forth in this Agreement, or any other compensation whatsoever.

For purposes of this Agreement, "cause" means (i) commission by the MANAGER of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving

property of the VILLAGE, or any other intentional wrongful acts which involve personal gain to the MANAGER; or (ii) commission by the MANAGER of a felony; or (iii) commission by the MANAGER of any activity or conduct which is likely to bring dishonor or disrepute to the position of Village Manager or to the VILLAGE, including but not limited to theft, dishonesty, or conviction of a crime involving drug abuse or moral turpitude; or (iv) failure of the MANAGER to relocate and continually reside in a residential unit in the corporate boundaries of the VILLAGE at any time twelve (12) months after the initial Term of this Agreement. Any misfeasance that is fully cured by the MANAGER within thirty (30) days of the MANAGER'S being given written notice of such by the VILLAGE shall not be deemed to be "cause" for the purposes of this Agreement. The MANAGER shall have no ability, however, to cure any of the other acts enumerated as constituting "cause" as herein defined.

C. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE without cause, the VILLAGE shall pay the MANAGER a lump sum severance payment equal to four (4) months' salary as of the time of termination, and the Village shall continue all health and insurance benefits for a period of four (4) months.

D. In the event the services of the MANAGER are terminated by the MANAGER, then the VILLAGE shall have no obligation to pay the severance sum as set forth in this Agreement.

SECTION 13. Property of the VILLAGE. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the VILLAGE are and shall at all times remain the property of the VILLAGE. The MANAGER covenants that upon termination of this Agreement, the MANAGER shall not retain, and shall return to the VILLAGE, all of the business plans, financial data or reports,

memoranda, correspondence and all other documents pertaining to the current or prospective business of the VILLAGE unless permitted by law.

SECTION 14. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of the PARTIES, and their respective heirs, personal and legal representatives, successors and assigns. The failure of either PARTY to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach, nor a waiver by any PARTY of its or his rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

SECTION 15. Notice Provisions. Any notice required to be given hereunder shall be deemed given, if in writing and sent by certified mail, return receipt requested, United States postage prepaid, to his last known residence, in the case of the MANAGER, and to the VILLAGE Clerk (with a copy to the President) of the VILLAGE at 12 S. Center Street, Bensenville, Illinois 60106, in the case of VILLAGE.

SECTION 16. Confidentiality. The VILLAGE acknowledges that the MANAGER has had and will have access to confidential information (hereinafter referred to as "Confidential Information") which is not generally known outside the corporation known as the VILLAGE OF BENSENVILLE. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information but which has become public other than through a breach of this Agreement or other improper means. During the Term of this Agreement, and for two (2) years following the MANAGER'S employment with the VILLAGE,

the MANAGER covenants and warrants that, without the prior written authorization of the VILLAGE Board of the VILLAGE, the MANAGER shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the VILLAGE in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

SECTION 17. Entire Agreement. The PARTIES agree that this Agreement contains the entire agreement and understanding between the PARTIES with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the PARTIES. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the PARTY against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provisions of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

SECTION 18. No Reduction of Benefits. The Board shall not, at any time during the Term of this Agreement, reduce MANAGER's salary, compensation or other financial and fringe benefits. The MANAGER does agree, however, to a reduction of benefits, if necessary, and if fairly applied to all other department heads of the VILLAGE so as to maintain the economic and fiscal viability of the VILLAGE as a whole or to properly manage and execute any of its programs of benefits.

SECTION 19. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The PARTIES agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be proper in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree to voluntarily submit to the jurisdiction of the courts for any such proceeding.

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IN WITNESS WHEREOF, the VILLAGE OF BENSENVILLE, at a properly convened public meeting and pursuant to authority provided by law, have hereby approved this Agreement by the passage of an Ordinance by the VILLAGE Board, authorizing the execution of said Agreement by the President with an attestation by the VILLAGE Clerk, and that Evan K. Summers has voluntarily executed this Agreement in the VILLAGE and that the PARTIES hereto have entered their hands and seals the day and year first above written.

VILLAGE OF BENSENVILLE:



Frank DeStimone, Village President

MANAGER:



Evan K. Summers

ATTEST:



Nancy Quinn, Village Clerk