

AN ORDINANCE APPROVING A CONTRACT
BETWEEN THE VILLAGE OF CHATHAM AND DEL McCORD

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. That certain agreement between the Village of Chatham and Mr. Del McCord, attached hereto as Exhibit A is hereby approved.

SECTION 2. The President and Clerk of the Village are authorized and directed to execute and attest said contract on behalf of the Village.

SECTION 3. This Ordinance is effective immediately.



CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: 4

NAYS: 0

ABSTAIN 1

PASSED: 7/24/90

APPROVED: 7/24/90

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the Village of Chatham, Illinois ("Village") and Del McCord ("McCord"), and is effective as of July , 1990.

WHEREAS, the Village desires the services of McCord as Village Administrator and McCord wishes to serve as Village Administrator.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Village hereby hires McCord as Village Administrator. McCord shall have those powers and perform the duties set forth in Section 2 of "An Ordinance Clarifying the Powers and Duties of the Office of Village Administrator", Ordinance No. 89-26, passed July 25, 1989 (the "Village Administrator Ordinance"), which is attached hereto and incorporated herein by reference.

2. The term of this Agreement shall be three (3) years, to and including May 11, 1993.

3. Salary to be paid to McCord during the term of this Agreement shall be determined by the Village President with the approval of the Village Board. The annual salary agreement will be effective each year on May 1. Salary shall be paid in twenty-six (26) equal installments during each period. In addition to salary, McCord shall be paid expenses in accordance with Village expense reimbursement policies and benefits in accordance with Village benefits policies. Such policies are subject to change without notice.

4. This Agreement is terminable by the Village only for cause. "Cause" means any act of dishonesty, neglect of duties, failure to comply with the terms of this Agreement, failure to qualify as an officer of the Village under the Illinois Municipal Code, or any other grounds for removal from office by the President of the Village pursuant to Section 3-11-1 of the Illinois Municipal Code (Ill. Rev. Stat., ch. 24.) Termination of this Agreement shall occur solely upon McCord's removal from office pursuant to Section 3-11-1 of the Municipal Code, and the procedures set forth therein shall apply; however, McCord shall have the right of appear and be heard at the Village Board meeting in which the issue of his removal is before the Board.

5. McCord may terminate this Agreement only for cause, which shall consist of the Village's failure to perform the terms of this Agreement or any act or failure to act by the Village which renders McCord's performance impossible.

6. This Agreement may be terminated by mutual agreement at any time on terms to be negotiated at the time of such termination.

7. This Agreement shall take effect when all of the following have occurred:

- a. It is signed by McCord;
- b. It is approved by the Village by ordinance; and
- c. McCord is appointed Village Administrator for the term of this Agreement by the Village President with the advice and consent of the Village Board pursuant to statute.

Dated this 24th day of July, 1990.


Del McCord

VILLAGE OF CHATHAM

BY: 
CARL OBLINGER
VILLAGE PRESIDENT

ATTEST:


ROSE MILLER, VILLAGE CLERK

ORDINANCE NO. 89-26

AN ORDINANCE CLARIFYING THE
POWERS AND DUTIES OF THE OFFICE OF VILLAGE ADMINISTRATOR

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS THAT THE FOLLOWING IS HEREBY ORDAINED:

Section 1: Appointment The Village Administrator is appointed by the President of the Board of Trustees by and with the consent of the Village Board of Trustees for a term of one year, which can be renewed by the President of the Board of Trustees by and with the consent of the Village Board of Trustees and by the Village Administrator for successive periods of four years each. After the first year, there will be a thorough review by the administration committee which shall make a recommendation to the Board to either retain or reject the current administrator.

He shall be chosen solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of his office hereinafter set forth. At the time of his appointment, he need not be a resident of the village or the state, but during his tenure of office he shall reside within the village.

Section 2: Powers and Duties The Village Administrator shall be the chief administrative officer of the village. He shall be responsible to the President and Board of Trustees for the proper administration of the affairs of the village. He shall be required to:

(A) Attend meetings of the President and Board of Trustees. The Village Administrator shall have the right to take part in the discussions of all matters coming before the Board of Trustees, but shall have no right to vote. The Village Administrator shall be entitled to notice of all special and regular meetings of the Board of Trustees.

(B) Recommend to the Board of Trustees adoption of such measures as he may deem necessary or expedient.

(C) Exercise control of all departments or divisions thereof now in existence or as reorganized by this ordinance, or there may be created thereafter by the Board of Trustees.

(D) Make recommendations to the Board of Trustees concerning the hiring and firing of village employees.

(E) Make recommendations to the Board of Trustees concerning compensation for each appointive office and position in the village service, including minimum, intermediate and maximum rates.

(F) Recommend to the Board of Trustees the creating, consolidating or combining of offices, positions, department, or units of the administrative and executive departments of the Board of Trustees.

(G) Investigate all complaints in relation to matters concerning the administration of the government of the village and services maintained by the public utilities in the village and see that all franchises, permits, and privileges granted by the village are faithfully observed.

(H) Purchase all materials, supplies, and equipment for which funds are provided in the budget, but he may not purchase any item which exceeds any budget appropriation until the Board of Trustees has approved an increase in the appropriation; provided, that for a purchase of more than \$3,000 he shall be required to receive two or more sealed bids, and for a purchase of more than \$5,000 such bids shall be presented to the Board of Trustees with respect to all such bids.

(I) Submit to the Board of Trustees, promptly following the end of the fiscal year, a complete report on the administrative activities of the village for the fiscal year. There will be interim reports as required by the Village President and the Board.

(J) Keep a current inventory of all real and personal property of the village and the location of such property. He shall be responsible for the care and custody of all village property which is not by statute or ordinance assigned to some other officer or body for care and control.

(K) Devote his entire time to the discharge of his official duties.

(L) Perform such other lawful duties as may be required by resolution or ordinance of the village council.

(M) Have no conflict of interest.

(N) Assume no other employment while employed by the village.

(O) In all his functions and powers by subject to the supreme power of the Village Board of Trustees.

Section 3: Bond The Village Administrator shall furnish a bond in such amount and with such surety as may be approved by the Board of Trustees, said bond to be conditioned on the faithful performance of his duties and shall be conditioned to indemnify the village for any loss by reason of any neglect of duty or any act of the Village Administrator. The cost of the bond shall be paid by the village.

Section 4: Compensation The Village Administrator shall receive such compensation as the Board of Trustees shall fix from time to time by the annual salary ordinance.

Section 5: Acting Village Administrator During the temporary absence or disability of the Village Administrator, the President shall automatically assume the duties of administrator until such time as the President and Board of Trustees decide that an acting Village Administrator is needed. In such event, the President and Board of Trustees shall appoint an acting Village Administrator, with all the powers and duties of that office. The acting Village Administrator shall perform all the duties of the office without furnishing any additional bond, if such appointee shall already be under bond to the village in any other capacity. If such appointment shall be of a person not already under bond to the village, such appointee shall furnish a bond in such amount and with such surety as may be approved by the Board of Trustees. The cost of the bond shall be paid by the village. The acting Village Administrator may have other employment, if permitted by action of the Board of Trustees.

Section 6: Effective Date This ordinance shall be in full force and effect from and after its passage and approval.

PASSED July 25, 1989

APPROVED July 25, 1989.

Carl D. Oblinger
CARL D. OBLINGER
PRESIDENT, BOARD OF TRUSTEES
VILLAGE OF CHATHAM

ATTEST:

Rose M. Miller
ROSE MILLER, VILLAGE CLERK

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the Village of Chatham, Illinois (Village") and Del McCord ("McCord"), and is effective as of July 15, 1990.

WHEREAS, the Village desires the services of McCord as Village Administrator and McCord wishes to serve as Village Administrator.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Village hereby hires McCord as Village Administrator. McCord shall have those powers and perform the duties set forth in Section 2 of "An Ordinance Clarifying the Powers and Duties of the Office of Village Administrator", Ordinance No. 89-26, passed July 25, 1989 (the "Village Administrator Ordinance'), which is attached hereto and incorporated herein by reference.

2. The term of this Agreement shall be three (3) years, to and including ~~July 15~~^{July 11}, 1993, and shall be automatically renewed for successive terms of four (4) years unless at least sixty (60) days prior to the end of the original or any extended term, either party serves written notice upon the other party of the intent not to renew.] *delete. If this agreement is not renewed for cause prior to July 11, 1993 - W.C. - 2-11-90*

3. Salary to be paid to McCord during the term of this agreement shall be determined by the Village President with the approval of the Village Board. The annual salary agreement will be effective each year on May 1. Salary shall be paid in twenty-six (26) equal installments during each period. In addition to salary, McCord shall be paid expenses in accordance with Village expense reimbursement policies and benefits in accordance with Village benefits policies. Such policies are subject to change without notice. *2-11-90*

4. This agreement is terminable by the Village only for cause. "Cause" means any act of dishonesty, neglect of duties, failure to comply with the terms of this agreement, failure to qualify as an officer of the Village under the Illinois Municipal Code, or any other grounds for removal from office by the

President of the Village pursuant to Section 3-11-1 of the Illinois Municipal Code. Ill. Rev. Stat., ch. 24. Termination of this agreement shall occur solely upon McCord's removal from office pursuant to Section 3-11-1 of the Municipal Code, and the procedures set forth therein shall apply; however, McCord shall have the right to appear and be heard at the Village Board meeting in which the issue of his removal is before the Board.

5. McCord may terminate this Agreement only for cause, which shall consist of the Village's failure to perform the terms of this agreement or any act or failure to act by the Village which renders McCord's performance impossible.

6. This Agreement may be terminated by mutual agreement at any time on terms to be negotiated at the time of such termination.

7. This Agreement shall take effect when all of the following have occurred:

- a. It is signed by McCord;
- b. It is approved by the Village by ordinance; and
- c. McCord is appointed Village Administrator for the term of this Agreement by the Village President with the advice and consent of the Village Board pursuant to statute.

Dated this _____ day of July, 1990.

Del McCord

VILLAGE OF CHATHAM

By: _____
Carl Oblinger, Village President

Dated this _____ day of July, 1990.

DEL McCORD

VILLAGE OF CHATHAM, ILLINOIS,

By: _____
Carl Oblinger, Village President

ATTEST:

Rose Miller, Clerk

VILLAGE OF CHATHAM

POSITION DESCRIPTION

JOB TITLE: ADMINISTRATIVE ASSISTANT

APPROVED BY: _____

DATE: _____

PURPOSE:

This position is accountable for the performance and completion of all clerical activities normally associated with the Village of Chatham Utilities Operation, and for providing the technical assistance necessary to accomplish the administrative goals of the Village of Chatham.

REPORTING RELATIONSHIPS:

This position reports to the Village Administrator.

Reporting to this position are:

The Accounts Receivable Clerk(s), who is accountable for: collecting monies owed the Village from utility services and sale of services, word processing and duplication activities, general office activities.

The Accounts Payable Clerks(s), who is accountable for: preparing and accumulating the documentation leading up to a cash disbursement, monitoring and preparing insurance related data, preparing and maintaining employee payroll.

The Data Entry Clerk, who is accountable for: entry of all utility receipts, generation of the daily cash collection report, daily reconciliation of the collection report to the cash register, file collection reports and utility stubs/tickets.

COMMUNICATIONS:

Internally, this position confers daily with the Village Administrator concerning the work schedule, personnel problems, staffing needs, and equipment problems. This position confers as required with the Superintendent of Operations and the Maintenance Field Technician.

Externally, this position confers with the general public concerning the operation of the Utility Office. Also confers with a variety of entities doing business with the Village.

ACTIVITIES:

This position is responsible for:

- supervising the activities of the Utility Office administrative activities to assure that work is performed accurately and in a timely fashion
- monitoring office procedures to assure internal controls are followed.
- prepare forms, input purchase data , and maintain a numeric file of purchase orders for the purchase order system.
- check for full documentation and mathematical accuracy on all cash disbursements, investigate and resolve any discrepancies.
- complete purchase order documentation and input required data to the Purchase/Accounting System.
- compare total utility stubs and cash tickets to register total and re-add bank deposit, investigate and resolve any discrepancies.
- prepare a summary of cash receipts and make all deposits.
- other duties as assigned.

VILLAGE OF CHATHAM
EVALUATION FOR VILLAGE ADMINISTRATOR
CHATHAM, ILLINOIS

PART I. APPRAISAL OF OBJECTIVES

Supervisor is to list and evaluate all objectives for which the employee was held accountable during the last reporting period. Mark the appropriate column for each objective.

LONG RANGE OBJECTIVES FOR VILLAGE ADMINISTRATOR

May 16, 1989 - May 15, 1990: The Village Board will set priorities for the administrator in the area of the infrastructure, primarily for water, sewer, streets and sidewalk programs for the FY 1989-90. Long Range Planning will focus on office organization.

These objectives will be the basis of an appraisal of the administrator's performance by the Village's Administrative Commission for the first six months of FY 1989-90.

A. Will begin to create functioning management system for the Village.

- (1) Will coordinate and present management study of Village operations by Pehlman and Dold to the Board of Trustees with recommendations. Work is satisfactory when report is presented to the Board with a list of itemized priorities. X
- (2) In conformance with the management report, the administrator will establish office procedures and controls. Work is satisfactory when functioning management systems are in place including, but not limited to, internal audit controls and filing and records system. X
- (3) In conformance with the management report, the administrator will make recommendations to the Board about office reorganization and hiring. Work is satisfactory when the recommendations are presented to the Board and name of personnel submitted. X
- (4) Will create a operational evaluation system of employees' performances. Work is satisfactory when an evaluation instrument is constructed, a system is put in place, and the Board of Trustees is briefed on its use and effectiveness. Such a performance system will be sensitive to recommending the proper job description for employees. X

B. Will stabilize the Village's electric system.

- (1) Will staff the Electric system with key personnel. Work is satisfactory when administrator presents names to the Board of Trustees of a journeyman and electrical engineer either to put under contract or hire; or works out an alternative system of maintenance and construction to present to the Board. X
- (2) Will initiate study of electrical system and substation, in cooperation with the Trustee in charge of the Electric Department, to secure an adequate backup system, plan for future maintenance and construction, and investigate the potential for the Village to operate its own electricity. Work is satisfactory when the specifications for the study have been submitted to the Board of Trustees and approved. X

C. Will facilitate the investment and management of Village funds.

- (1) By working with the Finance Chair, will make recommendations on the viability of issuing alternative bonds to refinance the water and sewer debt. Work is satisfactory when these recommendations are presented to the Board of Trustees in the period of this evaluation. X

OBJECTIVES		
EXCEEDED	MET	DID NOT MET
	X	
		X
	X	
		X
	X	
		X
X		

PART I. APPRAISAL OF OBJECTIVES CONTINUED:

	OBJECTIVES		
	EXCEEDED	MET	NOT MET
(2) By working with the Finance Chair, will make recommendations on better ways of investing the Village's reserve funds. Work is satisfactory when the recommendations are presented to the Board of Trustees.		X	
(3) By working with the Finance Chair and the department heads, the Village Administrator will create realistic projections for the Budget FY 1990. Work is satisfactory when projections are incorporated into Village budget for 1990 by April 15, 1990	X		
D. On an interim basis, oversee the infrastructure improvements planned for summer-fall construction season, 1989.			
(1) Complete the 10" water main project. Work is satisfactory when project is completed including clean up.		X	
(2) Oversee construction of South Main storm sewer project. Work is satisfactory when storm sewer project is complete within time constraints set by the Village Board.	X		
(3) Oversee Evergreen Street resurfacing and the chip and oil project. Work is satisfactory when the two projects are complete.		X	

PART II. GENERAL APPRAISAL OF VILLAGE ADMINISTRATOR'S PERFORMANCE

Complete Items 1 through 8 for all employees and Items 9 and 10 when applicable. Differences between ratings by employee and by supervisor must be discussed.

	TO BE COMPLETED BY EMPLOYEE			TO BE COMPLETED BY SUPERVISOR			
	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	NECESSARY FOR COMPETENT PERFORMANCE
1. JOB KNOWLEDGE: Knowledge of duties and responsibilities as required for current job or position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. PRODUCTIVITY: Amount of work generated and completed successfully as compared to amount of work expected for this job or position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. QUALITY: Correctness, completeness, accuracy and economy of work - overall quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. INITIATIVE: Self motivation - amount of direction required - seeks improved methods and techniques - consistency in trying to do better	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. USE OF TIME: Uses available time wisely - is punctual reporting to work - absenteeism - accomplishes required work on or ahead of schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. PLANNING: Sets realistic objectives - anticipates and prepares for future requirements - establishes logical priorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. FOLLOW-UP: Maintains control of workloads - allocates resources economically - insures that assignments are completed accurately and timely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. HUMAN RELATIONS: Establishes and maintains cordial work climate - promotes harmony and enthusiasm - displays sincere interest in assisting other employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. LEADERSHIP: Sets high standards - provides good managerial example - encourages subordinates to perform efficiently - communicates effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. COMMUNICATION: Helps subordinates plan career development - trains potential replacements - gives guidance and counsel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART III. REMARKS BY SUPERVISOR

We need to make a few remarks about Del's performance in the Not Met column of this performance evaluation. Most particularly, Del needs to establish proper office procedures and controls, such as a purchase order system and a good filing and records system. Part of this problem will be solved when the Village's computer system is fully functional; but part of this will only be accomplished when Del appoints a lead office worker/administrative assistant and that person is given a weekly task list on which work to accomplish this. Del needs to be in his office every morning at 8:00 A.M. to review tasks with his lead clerk and set goals for that day.

Once Del has a functioning office and purchase order system, I see no reason why he cannot turn his attention to setting up a job evaluation system for his department heads --- Harold Bell, Meredith Branham and Kelly Pugh. With such a system, we should see improvements in job performances all over the Village.

The other area that concerns me the most is the electric system. We need an objective engineering study of the condition of our electric system at the earliest opportunity. After the Village secures a new wholesale supplier, we need Del and the Electric Department to initiate a study of that system with that supplier or outside firm. That study should commence this fall. In setting this objective last year, I was probably too optimistic on how soon we could initiate the study.

In pointing out these Not Met items, I do not want to denigrate Del's tremendous achievements. Del and his staff have accomplished a great deal in projecting realistic budget figures for FY 1991. I have followed the painful process and wish to commend him on his extraordinarily hard and dedicated work. He has given us an excellent budget, and the first real salary schedule for our Village employees. I also wish to commend Del on his tenacity on seeing to a successful conclusion to the South Grand Storm Sewer project, and on his summer employment program.

In conclusion, I feel we have identified the two areas in which we need to improve performance and how to deliver these improved services. At the same time, we have a good knowledge of Del's diligence in pursuing the interests of the Village.

PART IV. EMPLOYEE OBJECTIVES FOR NEXT 12 MONTHS

VILLAGE ADMINISTRATOR

SALARY INCREASE

EXCEEDS OBJECTIVES	MEETS OBJECTIVES	MARGINALLY MEETS OBJECTIVES
6-9%	3-6%	0-3%
\$1944-2926	\$972-1944	0-\$972

My recommendation is for an annual increase of 6.14% for an annual salary of \$34,400.

Base Salary	-	\$32,400.00
Percent Increase	-	6.14%
Salary		<u>\$ 2,000.00</u>
Current Salary Recommendation	-	\$34,400.00