

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPOINTMENT OF MICHAEL EULITZ AS
PART-TIME INTERIM PUBLIC WORKS DIRECTOR AND APPROVING AN
EMPLOYMENT CONTRACT WITH MICHAEL EULITZ FOR THE POSITION OF
PART-TIME INTERIM PUBLIC WORKS DIRECTOR**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, the City of Crest Hill is currently in need of an Interim Public Works Director following the resignation of its current Public Works Director, effective February 9, 2024; and

WHEREAS, the Mayor has appointed Michael Eulitz ("Eulitz") as the Part-Time Interim Public Works Director for the City of Crest Hill; and

WHEREAS, the City Council has determined that said appointment should be approved and has so approved the appointment by a majority consent of the City Council pursuant to Section 2.50.040 of the Crest Hill Code of Ordinances.

WHEREAS, Eulitz is ready, willing, and able to perform the duties of Part-Time Interim Public Works Director ("Duties") for the City; and

WHEREAS, City Staff have negotiated an Employment Agreement (the "Agreement") with Eulitz for the purposes of engaging Eulitz to perform the Duties (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to Approve the Appointment of Eulitz and enter into the Agreement with Eulitz.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: MICHAEL EULITZ APPOINTED AS PART-TIME INTERIM PUBLIC WORKS DIRECTOR. The City Council by majority consent hereby appoints Michael Eulitz as Part-Time Interim Public Works Director.

SECTION 3: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with Eulitz.

SECTION 4: SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 5: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 5TH DAY OF FEBRUARY, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CREST HILL, ILLINOIS
AND MICHAEL C. EULITZ

This Employment Agreement made and entered into this 5th day of February, 2024, by and between the CITY OF CREST HILL, State of Illinois, an Illinois municipal corporation, hereinafter referred to as the "Employer" and Michael C. Eulitz, hereinafter referred to as the "Employee".

W I T N E S S E T H:

WHEREAS, the Employer desires to retain the services of Employee and Employee desires to be employed by the Employer. Accordingly, Employee and the Employer wish to reflect certain agreements regarding their relationship.

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

Section 1: Term

This Agreement shall commence on the Effective Date as hereinafter set forth below and shall remain in full force and effect from such Effective Date and shall terminate at the occurrence of the earlier of the following: 1) September 5, 2024; 2) Employee has worked 999 hours, or 3) this Employment Agreement is otherwise terminated as hereinafter provided.

Nothing in this Agreement shall create any property right or other right to a continuation of Employee's employment. No act of the Mayor, any City Council Member, any City employee, or any legal representative or other agent of the City shall create any such property right or any such other right unless specifically ratified in writing by the City Council.

Section 2: Duties and Authority

- A. The Employer agrees to employ Employee, as Part-Time Interim Public Works Director, to perform the functions and duties specified generally in Section 2.50.030 of the Crest Hill, Illinois Code of Ordinances (the "Code") and to perform other legally permissible and proper duties and functions consistent with the position of Interim Public Works Director, as may be assigned to him from time to time.
- B. The Employee shall work 4 days (35 hours) per week and attend City Council Meetings or City Council Work Sessions as required to perform the duties of his position. However, the combination of work hours and meeting attendance shall be limited to no more than 35 hours per week and shall not total more than 999 hours annually.
- C. The Employee shall be subject to and required to follow the Crest Hill Employee Handbook.

D. The Employee shall submit to the City Finance Department weekly timecards showing the hours and days worked.

Section 3: Compensation

A. Hourly Wage: Employer agrees to pay Employee an hourly wage of Sixty Dollars (\$60.00) payable in the same manner that all other part time hourly employees of the City are paid.

B. Employer shall make all customary and usual withholdings and payroll deductions.

C. Employee will be a part-time employee rather than an independent contractor, and Employee shall not be a member of any union.

Section 4: Retirement and Insurance Benefits

A. The Employee agrees that Employee shall not receive any insurance benefits, including but not limited to health insurance, dental insurance, and vision insurance.

B. As a limited exception to the foregoing, Employer agrees to provide general liability, worker's compensation, and automobile liability insurance covering Employee when operating a City owned vehicle.

C. The Employee agrees that Employee shall not be afforded access to the Illinois Municipal Retirement Fund (IMRF) on account of his employment with the City.

Section 5: Paid Leave

A. Upon commencing employment, the Employee shall receive only the standard amount of paid leave provided to part-time non-union employees pursuant to the Crest Hill Employee Handbook and City Policy.

Section 6: Termination

A. This contract is terminable at will without cause by either party upon submission of 30 days' written notice in accordance with the notice provisions of this Agreement.

B. This contract may also be terminated by the City upon 14 days' written notice if the City hires a permanent, full-time Public Works Director.

C. The City further reserves the right to terminate the Employee for cause, as set forth in this Section. Termination for cause shall be immediate, without any requirement for prior written notice. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:

- ## Section 7: Resignation

Section 8: Hours of Work

Section 10: Attorney's Fees

Section 11: Notices

If to Employee: Michael C. Eulitz
2905 Vimy Ridge Dr.
Joliet, IL. 60435

Notice personally delivered shall be effective on the date of delivery. Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by registered or certified mail shall be deemed given on the second business day after deposit in the United States Mail as aforesaid.

Section 12: General Provisions

- A. This agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Employer and Employee and their respective successors and assigns, except that neither party may assign its rights under this Agreement without the prior written consent of the other party.
- C. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- D. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said sections and subsections.
- E. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable, and the Agreement may be enforced with such provisions severed or as modified by the court.
- F. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.
- G. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original.

H. Effective Date. This Agreement shall become effective as of February 6, 2024.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement on the day and year first above written.

EMPLOYER:

CITY OF CREST HILL,
An Illinois Municipal corporation,

BY: _____
Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EMPLOYEE:

Michael C. Eulitz