

RESOLUTION NO. R-25-38

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH PAUL DALEN AS
ACTING VILLAGE MANAGER AND AUTHORIZING EXECUTION THEREOF**

WHEREAS, the Village of Clarendon Hills, DuPage County, Illinois (the "Village"), is a non-home rule municipality organized and operating under the constitution of the State of Illinois, the Illinois Municipal Code and the Village of Clarendon Hills Municipal Code; and

WHEREAS, the Village President and Board of Trustees (the "Corporate Authorities") desire to provide for the continued administration of Village operations by appointing an Acting Village Manager and approving an employment agreement for such service; and

WHEREAS, a draft Employment Agreement between the Village and Paul Dalen to serve as Acting Village Manager has been presented to the Corporate Authorities, in substantially the form attached hereto as Exhibit A (the "Agreement"); and

WHEREAS, the Corporate Authorities find that approval of the Agreement is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, as follows:

SECTION 1: APPROVAL OF AGREEMENT; AUTHORIZATION. The Employment Agreement by and between the Village of Clarendon Hills and Paul Dalen to serve as Acting Village Manager, in substantially the form attached hereto as Exhibit A, is hereby approved. The Village President is authorized and directed to execute, and the Village Clerk to attest, the Agreement on behalf of the Village, with such non-substantive or minor changes as the Village President and Village Attorney may approve.

SECTION 2: CONFIRMATION OF APPOINTMENT. The Corporate Authorities hereby confirm the appointment of Paul Dalen as Acting Village Manager of the Village of Clarendon Hills subject to, and on the terms set forth in, the Agreement, and authorize him to perform the duties of Village Manager.

SECTION 3: RATIFICATION. The Corporate Authorities hereby ratify, confirm, and approve all lawful actions taken by Paul Dalen, in his capacity as Acting Village Manager, from and after August 1, 2025, through the date of adoption of this Resolution.

SECTION 4: SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this Resolution, which shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED and APPROVED this 15th day of September 2025.

AYES: Trustees Chaudhry, DeAngelis, Kavuliak, Lang, Peterson, and Weicher

NAYS: None

ABSENT: None


Eric Tech, Village President

ATTEST:


Lynn B. Dragisic, Village Clerk



Exhibit A
Employment Contract

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into this 15th day of September, 2025 (the "Effective Date"), is made by and between The Village of Clarendon Hills, an Illinois municipal corporation ("Village") and Paul Dalen ("Mr. Dalen").

RECITALS

The parties desire to enter into this Agreement in order to set forth the terms pursuant to which Mr. Dalen will provide certain services in his role as Acting Village Manager to the Village (collectively, the "Services"). In consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Village and Mr. Dalen as follows:

AGREEMENTS

1. Employment of Paul Dalen by the Village. The Village will employ Mr. Dalen as the Acting Village Manager of Clarendon Hills and Mr. Dalen agrees to be employed as the Village's Acting Village Manager for the Agreement Term (as hereinafter defined) and under the conditions set forth in this Agreement.
2. Duties of Acting Village Manager. As Acting Village Manager, Mr. Dalen will perform such duties as are normally associated with such position and such other duties as the Village President ("President") may assign from time to time during the Agreement Term. Such duties will be performed on a full-time basis; provided, however, the parties hereby acknowledge and agree that, regardless of any statutory or regulatory requirement to track or record hours worked for any given period or periods of time, due to the nature of this position certain periods of time will require the commitment of more hours than would be required of a non-exempt employee.
3. Agreement Term. The "Agreement Term" shall be the period beginning on the Effective Date and ending on the six (6) month anniversary of the Effective Date or such earlier date as the parties may mutually agree upon or a permanent appointment as Village Manager is made. This Agreement Term may be extended, at the Village President's sole discretion, on a month-to-month basis, upon such terms and conditions as mutually agreed upon between the parties at the time of extension.
4. Termination. This Agreement may be terminated at any time by the parties hereto during the Agreement Term without a breach of this Agreement, in accordance with Section 7, with such notice as may be required under Section 9.
5. Compensation and Benefits. Subject to the terms and conditions of this Agreement, during the Agreement Term while Mr. Dalen is employed by the Village as Acting Village Manager, the Village shall compensate him for his services as follows:

5.1 Base Salary. Beginning as of the Effective Date, for the services to be rendered to the Village, Mr. Dalen shall be paid a biweekly salary of Seven Thousand One Hundred and six/100 dollars (\$7,106.00) as his "Base Salary", payable in bi-weekly installments at the same time that other Village exempt employees are paid. The payment of the Base Salary and other compensation under this Agreement will be prorated as appropriate depending on the employment start date and any subsequent termination date. Said Base Salary and other compensation under this Agreement also will be subject to state and federal withholding and other applicable taxes and deductions required by law to be withheld from compensation to employees.

5.2 Increases. The Village agrees to increase the Base compensation and/or other benefits of Mr. Dalen in such amounts and to such extent as the Village Board may determine is desirable, on the basis of any annual compensation review made at the time of the performance evaluation specified in Section 8 of this Agreement. In addition to the Base compensation, the Village shall consider, on an annual basis, merit increases, cost of living increases, or economic adjustment increases, to be provided to Mr. Dalen in a manner consistent with increases provided to other management employees of the Village. In addition, the Village may, at its sole discretion, grant bonuses and/or benefits for performance excellence or meritorious service.

5.3 Retirement Benefits. Mr. Dalen will not be deemed to be a "participating employee" within the meaning of 40 ILCS 5/7-137 of the Illinois Pension Code. If it is determined that Mr. Dalen, due to his payments pursuant to this Agreement, may become a "participating employee", the parties will confer and mutually agree to take such actions as are necessary so as to avoid Mr. Dalen being adversely affected pursuant to 40 ILCS 5/7-144. It is the parties' intent that payments to Mr. Dalen pursuant to this Agreement will not exceed the annual hourly and/or earnings limitations under 40 ILCS 5/7-144. If it is determined that the payments made to Mr. Dalen pursuant to this Agreement exceed the annual hourly and/or earnings limitations applicable to a retired employee in receipt of a retirement annuity, the parties will confer and mutually agree to take such actions as are necessary for compliance with 40 ILCS 5/7-144 in a manner that does not adversely affect Mr. Dalen's receipt of a retirement annuity. Mr. Dalen shall be authorized to participate, according to any applicable eligibility requirements, in the Section 457 retirement benefit plan of Mission Square Retirement (formerly ICMA- RC), or similar retirement or deferred compensation plan.

5.4 Vacation and Sick Days. Mr. Dalen shall be allotted an additional five (5) days vacation earned on a prorated basis per pay period for the Agreement Term. This

is in addition to the allotment outlined in the Policy Personnel Manual for Department Heads. Saturdays, Sundays, and holidays occurring during periods of vacation taken by Mr. Dalen pursuant to this provision shall not count against the number of days of vacation taken by Mr. Dalen. During the Agreement Term, Mr. Dalen will receive paid time off for holidays to the same extent and on the same terms as other Village exempt employees. In addition, Mr. Dalen shall receive one (1) sick day for each whole month worked during the Agreement Term.

5.5 Health Care Benefits. Mr. Dalen, shall be entitled to enroll the Village's Groups Insurance outlined in Section 18.1A of the Employee Personnel Manual during the Agreement Term. Deductions will be payable in bi-weekly installments at the same time that other Village exempt employees are paid. Once no longer employed by the Village. This shall in no way affect Mr. Dalen's ability to continuation of group health insurance pursuant to section 18.1 of the Village's Police Personnel Manual

6. Other Benefits and Allowances. Mr. Dalen is not eligible to receive a Village take home vehicle or allowance. A Vehicle will be made available for the employee's use while at work. The Village agrees to budget and to pay for the professional dues and subscriptions of Mr. Dalen necessary for his continuation of participation in at least one (1) national, one (1) regional, one (1) state, and two (2) local association(s), and such other organization(s) necessary and desirable for his continued professional participation, growth, and advancement as Acting Village Manager, and for the good of the Employer. Provided the Village has sufficient financial resources, the Village agrees to budget for, and to pay the travel expenses of Mr. Dalen for professional and official travel, meetings, and occasions adequate to continue the professional development.

7. Payments upon Termination.

7.1 Without Cause. If the Mr. Dalen is removed from office or employment is otherwise terminated other than for cause, the Village shall provide the Mr. Dalen with his base salary for (60) days and accrued employment benefits for such in lieu of such notice as severance pay.

7.2. For Cause. If Mr. Dalen is terminated for cause, which shall include, but not be limited to: (a) conviction of any felony involving dishonesty or moral turpitude; b) conviction of any misdemeanor involving dishonesty that results in a traceable and identifiable detrimental financial impact upon the Village, but excluding any other misdemeanor or petty offense such as a traffic violation or infraction; (c) conviction of any criminal act relating to Mr. Dalen's employment with the Village and/or

affecting the ability of Employee to carry out the duties and responsibilities of the position of Acting Village Manager; (d) conduct, relating to Village employment, which, while not criminal in nature, violates the Village's Personnel Manual, or other reasonable standards of professional and personal conduct in some substantial manner; (e) a breach of this Agreement; (f) mental or physical unfitness that prevents the Employee from carrying out the essential functions and/ or duties of the position of Acting Village Manager; or(g) failure to satisfactorily perform the duties and responsibilities of the position of Acting Village Manager, then the Village shall not be obligated to make any severance payment to the Employee.

7.2. Upon the termination of Mr. Dalen's employment with the City, regardless of the cause thereof, Mr. Dalen shall promptly surrender to the City all property proved by the Village in relation to employment.

8. Effect of Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof.

9. Notice.

9.1 All notices and other communications referred to herein will be sufficient if furnished in writing and personally delivered to Mr. Dalen or mailed to him by registered mail, certified mail return receipt requested, or by overnight courier service for next business day delivery, at his current residence. In the case of the Village, notice may be given personally or by registered mail, certified mail return receipt requested, or by overnight courier service for next business day delivery, to the following address: The Village of Clarendon Hills, 1. N Prospect Ave, Clarendon Hills IL 60514, Attention: Assistant Village Manager Director of Human Resources; or to Assistant Village Manager Director of Human Resources at: mjohnson@clarendonhills.us. Such communications shall be effective immediately (if delivered in person), upon the date acknowledged to have been received in return receipt (if mailed), or upon the next business day (if sent by overnight courier service).

9.2 In the event that Mr. Dalen provides notice of resignation, such notice of resignation shall be provided to the Village not later than fourteen (14) days prior to his proposed Termination Date.

10. Binding Effect; Assignment; Governing Law; No Oral Agreements. This Agreement is binding upon the parties, their successors and assigns, and the heirs and personal representatives of Mr. Dalen. This Agreement may not be assigned by either party. This Agreement is made in and is intended to be governed by the laws of the State of Illinois.

There are no oral agreements or representations between the parties which have not been incorporated into this Agreement, and all prior discussions and negotiations between the parties are intended to be integrated into and limited by this written Agreement. This Agreement may only be amended by another written agreement signed by both of the parties.

11. Defense of Claims. Mr. Dalen agrees that, for a reasonable period following the Termination Date, he will reasonably cooperate with the Village in the transition of duties to a permanent Village Manager. To the extent the Village utilizes Mr. Dalen's services following the Termination Date in relation to any transition, the parties will agree upon an hourly rate of compensation, in advance, for such advisory services. To the extent travel is required to comply with the requirements of this Section 11, the Village shall, to the extent possible, provide Mr. Dalen with notice at least two (2) days prior to the date on which such travel would be required and the Village agrees to reimburse Mr. Dalen for all of his reasonable, actual expenses associated with such travel; provided, however, that if the Village reasonably expects the travel to be extensive or unduly burdensome to Mr. Dalen from a financial perspective, the Village may provide pre-paid tickets for transportation in connection with such travel.

12. Indemnification. The Village shall defend, save harmless, and indemnify Mr. Dalen against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Mr. Dalen's duties as Acting Village Manager. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, as the Village shall determine in its sole discretion. This obligation of indemnity, however, shall not apply to the gross negligence or willful acts of Mr. Dalen.

13. Other Terms and Conditions of Employment. The Village, in consultation with the Mr. Dalen, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Mr. Dalen, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Code or any other law. All provisions of the Village Code, and regulations and rules of the Village relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as they now exist or hereafter may be amended, also shall apply to Mr. Dalen as they would to other management employees of the Village, in addition to said benefits enumerated in this Agreement specifically for the benefit of Mr. Dalen, except to the extent that they conflict with the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall control.

14. Confidentially. Mr. Dalen acknowledges that the confidential information he acquires during the course of his employment shall remain confidential following the termination of

his employment, to the extent allowed by law. All documents, manuals, diskettes, electronic storage devices and other materials acquired by Mr. Dalen during his employment shall remain the property of the Village and shall be returned upon request.

14. General Provisions.

14.1 The text herein shall constitute the entire Agreement between the Parties. Other than as provided herein, it may be modified, amended or terminated at any time only by an agreement between the Parties in writing.

14.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mr. Dalen.

14.3 This Agreement shall be governed by Illinois law.

14.4 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or such portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

14.5 This Agreement shall supersede any and all prior written agreements between the Parties hereto, relative to the subject matter hereof. All prior agreements between the Parties and all amendments thereto are hereby terminated and cancelled and replaced with this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed and executed on its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written

Employee:



Paul Dalen

Employer:



Eric Tech
Village President