

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May 2025, by and between the VILLAGE OF ORLAND PARK, State of Illinois, a municipal corporation ("Employer"), and GEORGE J. KOCZWARA ("Employee"), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as Village Manager of the Village of Orland Park ("Village"), as provided by Section 5 of Article 5, Chapter 65 of the Illinois Compiled Statutes and Chapter 7, Section 1 of the Municipal Code of the Village of Orland Park ("Municipal Code"); and

WHEREAS, it is the desire of the Village President and Board of Trustees of the Village of Orland Park ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to be employed as Village Manager of the Village; and

WHEREAS, by adoption of Chapter 7, Section 1 of the Municipal Code, the Board has exercised its home rule authority regarding the appointment and term of contract of the Village Manager and other matters that may otherwise apply under those certain provisions of the Illinois Municipal code at 65 ILCS 5/3.1-30-5 and 65 ILCS 5/8-1-7,

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

Section 1 - Duties

Employer hereby agrees to employ Employee as Village Manager of Employer on the terms and conditions set forth herein, to perform the functions and duties specified in the applicable Statutes and Chapter 7, Section 1 of the Code, and to perform other legally permissible and proper duties and functions as the Board shall from time-to-time assign. This position shall be an exempt position under the Fair Labor Standards Act.

Section 2 - Ethics

The parties agree the Village Manager is subject to Orland Park's ethical or performance standards and any similar standards set forth by any other professional and civic organizations to which he is or becomes a member. Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the Village, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Section 3 - Term

A. Employee agrees to begin employment on May 12, 2025 and remain in the exclusive employ of Employer until May 12, 2026 ("Initial Term"), and neither to accept other employment nor to become employed by any other employer until said termination date, unless the termination date is affected as hereinafter provided. Employee agrees he will not accept outside employment, including any consulting or advisory work, during the term of this Agreement.

B. The parties may agree to extend the term of this Agreement or to negotiate a successor agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5 of this Agreement.

E. Employee is employed at the will of the Board, and nothing in this Agreement shall create any property right in him or any other right to the continuation of his employment with the Village.

F. If Employer notifies Employee of its intent to terminate this Agreement without cause, as set forth in Section 4 of this Agreement, Employer shall provide Employee with Severance Pay and Benefits ("Severance Pay and Benefits"). The cessation of employment at the expiration of the term of this Agreement shall not constitute a termination without cause.

Section 4 - Termination and Severance Pay

In the event Employee is terminated by the Board without just cause before expiration of the aforesaid term of employment, including any Renewal Term, and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks' aggregate salary, twenty (20) weeks of continued health insurance premiums, vacation earned but not used, and other accrued benefits to date, calculated based on Employee's annual base salary at the time of termination and/or in conformance with the Village's Employee Handbook. Any payment of Severance Pay Benefits or of Accrued Benefits hereunder, with the exception of those required to be paid by law, is expressly conditioned upon the Employee's execution of a release of any and all claims the Employee may have against the Village, its employees and the Village Board.

In the event Employee is terminated for cause, Employee voluntarily resigns, or this Agreement is not renewed, then, in that event, Employer shall have no obligation to pay the Severance Pay and Benefits designated in the above paragraph.

For purposes of this Agreement, "cause" means (i) acts of Employee of malfeasance or malfeasance in office and/or conviction of Employee for fraud, misappropriation, or embezzlement involving property of Employer, (ii) conviction of Employee of a felony offense, (iii) conviction of Employee of a misdemeanor offense, which conviction results directly from a reduction, through a plea agreement, of a felony charge against Employee, (iv) substantial failure of Employee to properly perform, or substantial neglect by Employee of, the duties of the position of Village Manager as determined and assigned by the Village Board, or (v) conduct of Employee that causes substantial harm to the reputation of the Village.

If Employer, citizens, or the Legislature acts to amend any provisions of the Municipal Code pertaining to the role, powers, duties, authority, or responsibilities of the position of the Village Manager resulting in a substantial change to the form of government of the Village, Employee shall have the right to declare that such amendments constitute a termination without cause of this Agreement and Employer agrees to pay Employee Severance Pay and Benefits.

If Employee should become permanently disabled, such that he is unable to perform his duties for the Village, because of sickness, accident, injury or mental incapacity, with or without reasonable accommodations, for a period of one month, Employer shall have the option to terminate this Agreement and such termination shall not be subject to the severance compensation provision of Section 4 of this Agreement. If, however, disability occurs from a duty-related accident, injury, or medical condition, then Employer agrees to continue all salary payments and benefits for Employee, less any amount paid or payable to Employee under the Illinois Workers' Compensation Act or other federal, State or local disability benefit plan or program, for a period of not less than six months from the date of such disability. In either event, Employee shall be entitled to receive the same paid disability benefits as may be generally applicable to management employees of the Village.

Section 5 - Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer 30 days' notice in advance, unless the parties agree otherwise. In the event of such a voluntary resignation, Employee shall not be entitled to any severance pay.

Section 6 - Salary

Employee's employment shall begin on May 12, 2025. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$207,000 payable in installments at the same time as other management employees of the Employer are paid.

In addition, as a result of an annual performance review, if performance warrants an increase in base salary as determined by the Board, the Board shall adjust Employee's salary and/or benefits in such amounts as the Board deems appropriate.

Section 7 - Performance Evaluation

A. The Board shall review and evaluate the performance of Employee annually. The review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Employee. The criteria may be added to or deleted from as the Board may from time to time determine, in consultation with Employee. Further, the Village President shall provide Employee with a summary statement of the findings of the Board and provide an adequate opportunity for Employee to discuss his evaluation with the Board.

B. Annually, the Board and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Village and in the attainment of the Village's policy objectives and shall further establish a relative priority among those various goals and objectives, the goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 8 - Longevity Pay

Employee shall be entitled to Longevity Pay as set forth in the Village's Employee Handbook, as amended from time to time. Employee's previous tenure with the Village, from his initial start date through October 14, 2024, will be applied when calculating Longevity Pay and any other benefits as may be generally applicable to management employees of the Village.

Section 9 - Automobile and Cellular Phone

Employer shall provide an automobile allowance to Employee in the amount of \$600 per month during the term of this Agreement. The automobile allowance is intended to provide for Employee's costs to own and operate a vehicle and as such, Employee will not be eligible for the reimbursement for gasoline, maintenance or per mile rate allowances in effect from time to time under Internal Revenue Service regulations. However, if Employee is to use his vehicle to travel on Village business greater than 50 miles outside of the Chicago metropolitan area, and it has been determined that the cost to travel by vehicle is less than to cost to travel by air or other means, then the Employer shall reimburse the Employee for the cost of fuel purchased in the course of that travel, as documented. Employee shall carry liability, property damage and comprehensive insurance for the vehicle for which the allowance is provided. The Village Board may adjust the Employee's vehicle allowance from time to time if the Village Board, in its discretion, determines that an adjustment is appropriate.

The Employer shall provide a cellular communications device to the Employee, such as a mobile telephone or other electronic device (the latter based upon the Employer's chosen medium for such communications) and a laptop computer and home VPN network connection for business use during the term of his employment under this Agreement.

Section 10 - Vacation and Sick Leave

A. Immediately after the Effective Date, Employee shall have twenty-five (25) vacation days. Employee shall earn twenty-five (25) additional vacation days on each anniversary thereafter. The Employee shall be permitted to carry over accrued but unused vacation days from year to year.

B. Immediately after the Effective Date, Employee shall have twenty (20) sick days ("New Sick Days"). Additionally, Employee shall have reestablished the total number of sick days that were accrued during Employee's last date of employment in October 2025 ("Previous Sick Days"). The twenty (20) New Sick Days, combined with the Previous Sick Days, shall serve as the total number of sick days available to Employee immediately after the Effective Date. Employee shall accrue additional sick leave at the same rate as other management employees of Employer.

Section 11 - Disability, Health, and Life Insurance

A. Employee shall be covered by the same health, dental and disability plans as all other of Employer's employees, and that coverage shall be in full force and effect in accordance with the Employer's plans in effect as of Employee's date of hire. Should there be a gap in coverage as a result of the Employer's plan provisions, Employer will pay Employee's COBRA payment until Employer's coverage applies, but in no circumstances will Employer's obligation be for more than two months.

B. During the Initial Term or Renewal Term, if any, of this Agreement, Employer shall continue to maintain the existing life insurance policy for Employee as provided to all other Village employees.

Section 12 - Employee Benefit Programs

The Employee is entitled to participate in the employee benefit plans and programs provided by the Employer to other Employer department heads in accordance with applicable Employer personnel rules and policies as those benefits may be changed by the Employer from time to time, and subject to the rules and policies applicable to those plans and programs.

Section 13 - Deferred Compensation and Retirement Benefits

A. Employer agrees to execute all necessary agreements provided by Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") for Employer's continued participation in said Nationwide retirement plan.

B. Employee shall be covered and governed by the same retirement system (Illinois Municipal Retirement Fund) as all other non-public safety Village employees. Calculations for retirement contributions shall include all compensation normally reported to the Internal Revenue Service by Employer.

Section 14 - Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full 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 Employer as determined by the Village.

Section 15 - Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions, adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer as approved by the Village Board.

Section 16 – Residency

As a condition of employment as Village Manager, Employee shall reside in the Village of Orland Park.

Section 17 - Indemnification

To the extent required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform any action, including without limitation, any and all losses, damages, judgements, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, administrative, arbitratve or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager or resulting from the exercise of judgement or discretion in connection with the performance of the Village Manager's duties or responsibilities, unless the act or omission involved willful or wanton conduct. If permitted by the Village's insurer, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Such legal representation, provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance his duties, unless the liability was predicated on willful, wanton or criminal activities of the Employee.

Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and, unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement, unless said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer, as permitted by Employer's insurer(s). Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation, in the event Employee is no longer employed by Employer.

Section 18 – Bonding

Employer will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19 - No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of Employer holding the title of Department Director or Department Chief.

Section 20 - Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER:

Village President
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

(2) EMPLOYEE:

George J. Koczwara
at then current
home address

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed delivered as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21 - General Provisions

A. The text herein shall constitute the entire Agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing as of the date first written above.

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

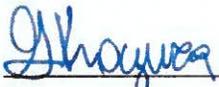
IN WITNESS WHEREOF, the Village of Orland Park has caused this Agreement to be signed and executed in its behalf by its President, and duly attested by its Village Clerk, and Employee has signed and executed this Agreement.

VILLAGE OF ORLAND PARK

EMPLOYEE



James V. Dodge, Village President



George J. Koczvara

ATTEST:



Mary Ryan Norwell, Village Clerk