

**KENDALL TOWNSHIP
CEMETERY MANAGER AGREEMENT**

THIS AGREEMENT is made as of this 20th day of January, by and between Kendall Township ("Township") and Matthew Dickson ("Dickson"). In consideration of the foregoing premises, the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Title of Position: Dickson shall perform work as a salaried employee for the Township as the Cemetery Manager. This contract will be for a one-year term from January 1, 2026 to December 31, 2026.

2. Compensation: As compensation for Dickson's provision of cemetery services as Cemetery Manager in accordance with this Agreement, Township shall pay Dickson the amount of \$166.66 per month, totaling \$2,000 per year including 24 hours of PTO in accordance the Paid Leave for All Workers Act. The Township will also pay Dickson \$120 per burial and \$50 per sales contract that has been paid. The \$2,000 will be paid up front each January. The burial and sales contract fees will be paid each December. In the event that this contract is terminated, Dickson will return the pro rata amount of the parties will determine how much Dickson is owed for burials and sales contracts as of the date of contract termination and will deduct from that a pro rata amount of the \$2,000 paid in advance to Dickson. For example, if the contract is terminated on April 30 and there have been seven burials (\$840) and four sales contracts paid (\$200), the Township would owe him \$1,040, and Dickson would not have earned roughly \$500 of the \$2000 paid in advance, so he would owe the Township \$1,500 less the \$1,040. Under this formula, if the Township owes Dickson, it will pay any owed amount in excess of the pro rata amount paid and if Dickson has already been paid more than he has earned, he will pay the overpayment in excess of the amount owed for burials and sales back to the Township.

3. Benefits: Dickson shall receive no fringe benefits, and no health insurance coverage, and shall not be eligible for participation in the Illinois Municipal Retirement Fund or any other pension or deferred compensation program.

4. Job Duties: As Cemetery Manager, subject to any specific direction of the Township's Board or as otherwise specifically provided in this Agreement or in any resolution, manual or policy established or authorized by the Board, Dickson shall be responsible for the following duties and such other duties as may be assigned from time by the Kendall Township Supervisor or the Kendall Township Board:

- A. To be on site available to meet the public for sales of graves.
- B. To correctly lay out graves for burials and monument placements.
- C. To schedule and communicate with grave diggers and the Township Board for seamless administration.
- D. To collect, report, and convey all monies received to the Township Board.
- E. To prepare and report activities directly to the Township Board quarterly or as requested by the Township Board at Township Board meetings.
- F. To maintain and keep current all cemetery records. This includes proper recording of all sales and burial agreements along with state reporting and map updates. All record keeping, both electronic and files, should be organized and maintained with current methods in place.
- G. To prepare and mail ownership certificates.
- H. Serve the public in general regarding inquiries about graves and be the first line in resolving complaints.
- I. To make recommendations to the Township Board at their request regarding current fees after polling surrounding cemeteries
- J. To recommend cemetery improvements for the coming year
- K. To pick up and dispose of old decorations and keep grounds free from litter
- L. To coordinate or do final grading of graves and seed three to six months after interment
- M. To contract with tree contactor for necessary cleanup. (maintenance or storm)
- N. To coordinate snow plowing with the township road commissioner for potential winter burials. (Grounds closed otherwise)
- O. To secure bids for annual lawn maintenance prior to January meeting

5. Either party shall have the right to terminate this Agreement, with or without cause, by giving the other party thirty days' notice.

7. Any notice pursuant to this Agreement shall be validly given or served if in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses:

If to Township:

To the attention of the Current Supervisor at
his/her Township mailing address.

If to Dickson:

Matthew Dickson
927 Dickson Rd.
Bristol, IL. 60512

8. If any provisions of the Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid and binding.


9. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate or be construed as a waiver or any subsequent breach or violation thereof.

10. This writing represents the entire agreement and understanding of the Parties with respect to the subject matter hereof; it may not be altered or amended except by a subsequent agreement in writing.

WHEREOF, and intending to be legally bound, the Parties have executed this Agreement on the day and year first above written.

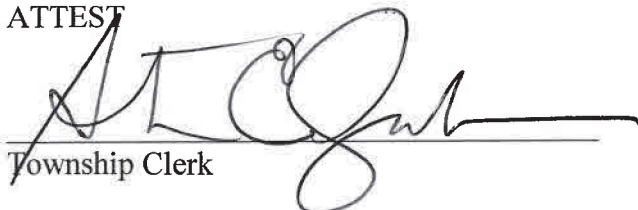
Kendall Township

Matthew Dickson


Supervisor



ATTEST


Township Clerk