

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2019-MC09

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE  
THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE  
FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS**

PASSED BY THE CITY COUNCIL AND  
APPROVED BY THE MAYOR OF THE  
CITY OF VILLA GROVE, ILLINOIS  
THIS TWENTY-FOURTH DAY OF JUNE, 2019

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY  
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS TWENTY-FIFTH DAY OF JUNE, 2019.

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2019-MC09

June 24, 2019

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE  
THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE  
FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS**

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**WHEREAS**, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the City's powers and functions as granted in the same; and

**WHEREAS**, the City of Villa Grove and Mr. Gregory Scott Arbuckle have been bargaining in good faith and have reached a complete, tentative employment agreement and reduced it to writing as evidenced by Attachment A; and

**WHEREAS**, the City of Villa Grove believes the tentative agreement reached between the City and Mr. Arbuckle is in the best interests of the City of Villa Grove; and

**WHEREAS**, in order to implement the provisions of the employment agreement, it is in the best interests of the City of Villa Grove that the Mayor and City Administrator be granted limited powers for resolving disputes which arise under the employment agreement.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and members of the City Council of the City of Villa Grove, Douglas County, Illinois, as follows:

**SECTION 1.** That the City Council hereby ratifies the tentative employment agreement reached by the City of Villa Grove and Gregory Scott Arbuckle and hereby authorizes the Mayor to execute an employment agreement between the City of Villa Grove

and Mr. Arbuckle as attached hereto and labeled Attachment A.

**SECTION 2.** That the Mayor and City Administrator are hereby granted authority to bind the City of Villa Grove regarding issues which may arise under the employment agreement which do not have an impact on the City's budget.

**SECTION 3.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**PRESENTED, PASSED, APPROVED AND ADOPTED** BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twenty-fourth day of June, 2019, by a roll call vote as follows:

Allen, Bruce D. yea

Griffith, Darrel M. yea

Blaney, Thelma I. yea

Hooker, Anthony L. yea

Eversole-Gunter, Cassandra A. \_\_\_\_\_

Johnson, Derek S. yea

Garrett, Ryan P. yea

APPROVED:



CASSANDRA A. EVERSOLE-GUNTER  
Mayor

ATTEST:



MICHELLE L. OSBORNE  
City Clerk

SEAL



**EMPLOYMENT AGREEMENT**

City of Villa Gove  
Director of Public Works  
Supervisor: City Administrator

This Employment Agreement, hereinafter referred to as "Agreement," is made as of the effective date of this Agreement, between the CITY OF VILLA GROVE, hereinafter referred to as "Employer" or "City," and GREGORY SCOTT ARBUCKLE, hereinafter referred to as "Employee" or "Director."

**RECITALS:**

WHEREAS, The City of Villa Grove is engaged in the business of municipal government in the County of Douglas, State of Illinois, consisting of a Mayor, City Council, City Administrator, and working departments;

WHEREAS, the City has created the position of Public Works Director; and

WHEREAS, Scott Arbuckle has been selected to serve as Director of Public Works as an at-will employee of the City consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

**Section I. Type of Employment**

This agreement is made for a salaried, full-time, non-union position.

**Section II. Position**

Employer hires Employee as the Director of Public Works for the City of Villa Grove, Illinois, and Employee agrees to the hiring and employment. Subject to the supervision of the City Administrator, Employee will be responsible for completing the duties contained in Appendix A to this Agreement which may be modified by the City from time to time.

**Section III. Employment**

The terms and conditions of the relationship between the City and the Administrator shall be determined by applicable policies and procedure manuals, employee manuals, or other written

governing documents used by the City. Any terms of employment not specifically expressed in this Employment Agreement shall default to the City's Personnel Code (Title III Chapter 37 of the Municipal Code of the City of Villa Grove). However, in case of any dispute or conflict between this Agreement and other written policies or procedures, this Agreement shall govern.

#### **Section IV. Director Covenants**

The Director agrees to carry out and perform the duties required of this position to the best of his skill, ability, education and experience. Director agrees to execute the position faithfully and in compliance with any of the City's instructions, written and/or oral, announced by the City. Director further agrees to comply with all rules and regulations of the City, as well as State and Federal regulations necessary to perform his duties.

The Director agrees and understands that he will abide by the City's rules, regulations and practices and that he will set an example for the department and employees of the City to do the same. The Employee agrees to devote full-time efforts, as the Director, to all duties and obligations described in Exhibit A.

The Director further represents and warrants that he is not a party to or bound by any other employment agreement or contractual obligation which would prevent him from entering into this Agreement or fully performing the employment duties hereunder.

#### **Section V. Compensation**

For the services performed by the Director under the terms of this Agreement, the employee shall receive an annual salary of \$60,000.00. This salary shall be subject to normal state and federal tax deductions. Payment will be made on Friday of every other week (with the City's regular employee payroll runs), with 1/26th of said wage payable. As a salaried employee, hours beyond the "regular" business hours may be required to accomplish the duties assigned by the City Administrator, however, without additional overtime pay.

For the second year of this Agreement, the Director will receive a 1% increase in the base salary above. Should the Employee receive his Class II Wastewater Operator Certification and provide documentary proof to the City Administrator, the Employee will receive an additional increase in annual salary at the rate of \$2,500.00 which shall go into effect within one month after documentary proof is provided. Furthermore, from time to time the City may consider increasing wages based on the job performance of the Director or may award a bonus in the form of a one-time payment in addition to the annual salary; however, no such salary increases or bonuses under this paragraph are mandatory or required under the terms of this Agreement.

In addition, the City may reimburse the Director for any expenses arising directly out of the employment, so long as the expenses were appropriate with receipts provided to the City including the following:

- A) Travel expenses;
- B) Meals, excluding alcoholic beverages;
- C) Professional duties and expenses, upon approval of the City Administrator;
- D) Costs of job-related training, upon approval of the City Administrator (including agreed upon coursework if successfully completed with a grade of "C" or better)

**Section VI. Schedule and Location**

The Director shall be expected to work the number of hours necessary to complete the required duties of the position. Attendance at City Council and other meetings shall be occasionally required and consistent with Exhibit A. Duties will be rendered throughout the City of Villa Grove, Illinois, and at other places as Employer requires in the interests and business needs of Employer for such events as continuing education opportunities or conferences. Employee shall determine the appropriate location for accomplishing his work duties on a daily basis, subject to modification and notice to or approval by the City Administrator.

**Section VII. Personal, Vacation and Holiday Leaves**

Director is entitled to four weeks plus two additional days' vacation time per year which shall accrue at the rate of 6.77 hours per biweekly payroll. It is understood that the Employee currently has a balance of vacation leave accrual of approximately 166.77 hours. The City agrees to pay the Director for accrued vacation at his previous wage rate down to 100 hours. Thereafter, Director may accrue vacation time at the above rate and may retain accrued vacation time to a maximum accrual of 200 hours. Should the Director's vacation balance at any time reach 200 hours, no additional accrual shall be given until the balance is reduced below 200 hours. Vacation shall be taken at a time mutually convenient to Employee and Employer and must be approved by the City Administrator. Requests for the use of vacation time shall be submitted to the City Administrator at least seven calendar days in advance of the requested beginning date.

In light of the Director's status as a salaried employee, there will be no sick or personal leave time officially granted. However, leave may be taken for personal illness, medical needs of immediate family members, or other personal matters. The Director may take one hour per day during regular work hours for lunch as a salaried employee; however, he may also take reasonable times during the workday to attend to personal business with notice to the City Administrator regarding his availability. Excessive use of this time may lead to counseling or other disciplinary action.

Director may also receive City-wide holidays off as shown:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day

6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day

The Director shall keep a timecard of all hours worked and leave taken which shall be remitted to the City in accordance with the regular biweekly pay schedule.

### **Section VIII. Insurance and Other Benefits**

The City shall provide Director with the following benefits:

1. Retirement/pension coverage as a member of the Illinois Municipal Retirement Fund (IMRF); and
2. Individual and dependent comprehensive medical/health insurance (including dental and vision coverage) with City paying 70% of the premium and Employee paying 30% of the premium; and
3. Short-term disability and life insurance coverage, as provided to other full-time employees through the City's group plan; and
4. Eligibility for bereavement leave benefits consistent with Employer's personnel policies; and
5. Either a uniform allowance of \$400.00 per year for use on clothing consistent with Director's job description or the City will provide uniforms and laundry service at its own expense.

### **Section IX. Term and Termination**

The relationship between the City and the Director shall be considered at-will. The term of this Agreement will be for a period of TWO (2) years, commencing on the effective date of this Agreement, and shall continue in force and effect until terminated by either party as outlined below.

The City does not need cause to terminate Director's employment, but payment of two months of the current term's compensation as severance and any vacation accrual shall be payable immediately upon termination. However, if such termination is due to the Director's violation of this Agreement, any City policy, or conviction of an offense that would render his work ineffectual in a municipal government setting, the additional severance is void and only unused vacation time will be paid.

The Director may terminate the Agreement at any time. However, should the Director provide less than a 30-day notice of his intent to terminate this Agreement, a notation will be made in the Director's personnel file that he violated the terms of his employment by termination of the agreement with insufficient notice.

If notice has been given by either party for any reason, the parties agree to execute their duties and obligations under this Agreement diligently and in good faith to the end of the notice. However, if the Director chooses to provide notice of termination of this agreement, the City may either allow the Director to continue working for the noticed-time or order the payment for the remainder of the noticed-time and require that the Director vacate his work area immediately. The decision about continuing to work during this period shall be made by the City Administrator and/or City Council.

All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

**City:**

City of Villa Grove  
Attention: City Administrator  
P.O. Box 108 120 N. Main St.  
Villa Grove, IL 61956-0108

**Employee:**

Gregory Scott Arbuckle  
1 N. Richman St.  
Villa Grove, IL 61956

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**Section X. Performance Reviews**

It is anticipated that Director shall have his performance reviewed every four months in the initial year and then annually thereafter. Such reviews will be conducted by the City Administrator and shared with the City Council. However, the failure to conduct a performance review or a timely performance review of the Director does not constitute a breach of this Agreement.

**Section XI. Property**

If Director has obtained any property belonging to the City and in the course of the employment relationship, Director agrees to return such property fully with no damage thereto at the termination of this Agreement. Such property may include keys, phones, records, notes, data, memoranda, models, parts and equipment.

## **Section XII. Confidentiality**

Director hereby agrees not to release or otherwise disclose any Confidential Information, as herein defined. The Director agrees that a material term of this Agreement with the City is to keep all Confidential Information absolutely confidential and protect its release from the public when necessary, and internally from other City personnel as needed and determined by the content of such information. The Director agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Director has obtained or which was disclosed by the City as a result of his employment. The Director agrees that if there is any question as to disclosure, then the Director shall seek out the City Administrator, the City Clerk or the City's designated legal representatives prior to making any disclosure of the City's information which may be covered by this Agreement. Any loss or incidental release of Confidential Information shall be disclosed to the City Administrator immediately and Director shall take all reasonable steps necessary to retrieve such lost or improperly disclosed Confidential Information. If the Director received any Confidential Information, as herein defined, Director shall maintain the secrecy of such information permanently. Confidential Information shall be defined as any information which is confidential and intellectually valuable to the City. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, patents, trademarks, copyrights, equipment, samples, software drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets that may pertain to personnel, suppliers, and/or finance or any other information which is confidential and commercially available to the City.

Confidential Information shall not mean any information that:

- (a) Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Director;
- (b) Is already known, through legal means, to the Director;
- (c) Is given by the City to third parties, other than Director, without any restrictions; or
- (d) Is given by the Director to any third party who legally had the confidential information and the right to disclose it.

## **Section XIII. Assignment**

The City's rights and obligations under this Agreement will inure to the benefit and be binding upon any of the City's successors and assigns. However, the Director may not assign any of his rights or obligations under this Agreement.

## **Section XIV. Jurisdiction and Governing Law**

This agreement shall be governed by the laws of the State of Illinois. Both parties consent to the jurisdiction under the state and federal courts within the State of Illinois.

**Section XV. Advice of Counsel**

Director acknowledges that the City has provided the Director with reasonable and sufficient opportunity to obtain independent legal advice regarding this Agreement and any questions about the employment relationship the Director may have.

**Section XVI. Entire Agreement (Exclusive Terms)**

This written agreement constitutes the entire Employment Agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior or contemporaneous understandings, whether written or oral, between the parties.

**Section XVII. Severability**

If any provision or term of this Agreement is held to invalid or unenforceable for any reason, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

**Section XVIII. No Waiver or Modification**

None of the terms of this Agreement shall be deemed to have been waived by any act or acquisition by either party. Only an additional written agreement can constitute waiver of any of the terms of the Agreement between the parties.

**Section XIX. Amendment**

No modification or amendment of this Agreement shall be valid unless made in writing and fully executed by both parties.

**Section XX. Counterparts**

This Agreement may be executed in counterparts. Each counterpart, when so executed and delivered, shall be deemed an original and all of which, when taken together shall constitute one and the same original instrument.

**Section XXI. Signatories**

This Agreement will be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns. It shall be signed by Cassandra A. Eversole-Gunter, Mayor, on behalf of the City of Villa Grove, and by Gregory Scott Arbuckle in an individual capacity.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date(s) listed below.

\_\_\_\_\_  
CASSANDRA A. EVERSOLE-GUNTER  
Mayor

\_\_\_\_\_  
GREGORY SCOTT ARBUCKLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYER**

**EMPLOYEE**