

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2023-MC01

**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 NINTH DAY OF JANUARY 2023

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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 TENTH DAY OF JANUARY 2023.

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ORDINANCE NO. 2023-MC01

January 9, 2023

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THE EMPLOYMENT AGREEMENT BY THE CITY OF VILLA GROVE  
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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. Marc T. Mixell 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. Mixell 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 Marc T. Mixell and hereby authorizes the Mayor to execute an employment agreement between the City of Villa Grove and Mr. Mixell

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 ninth day of January, 2023, by a roll call vote as follows:

Blaney, Thelma I. yea

Hooker, Anthony L. yea

Cheely, Kerry S. yea

Johnson, Derek S. yea

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

Pangburn, Matthew M. yea

Garrett, Ryan P. yea

APPROVED:

Cassandra A. Eversole-Gunter

CASSANDRA A. EVERSOLE-GUNTER  
Mayor

ATTEST:

Michelle L. Osborne

MICHELLE L. OSBORNE  
City Clerk

SEAL



**EMPLOYMENT AGREEMENT**

City of Villa Gove  
Director or 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 MARC T. MIXELL, 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, Marc Mixell 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 Exhibit 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 Employee 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 \$53,400.00. 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. In the event of the Director's death during the term of this Agreement, Director's heirs shall be entitled to payment of the period ending with the date of Director's death and any unused vacation time.

Director will receive an increase in pay of 3% at the successful completion of a 120-day probation, approximately on May 1, 2023. Thereafter, the Director will receive an automatic increase in pay of 2% at the beginning of the following fiscal year (May 1). In addition, from time to time the City may consider increasing wages based on the job performance of the Director. Also from time to time, the City may award a bonus to the Director in the form of a one-time payment in addition to the annual salary. However, neither the additional salary increases (above the automatic increase) nor bonuses are 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)

The City reserves the right to change the expense reimbursement policy outlined in the preceding paragraph as long as notice is given prior to any expense being undertaken by Employee.

#### **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. Duties will be rendered in the Director's office at 612 East Front Street, 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. Attendance at City Council and other meetings shall be required and consistent with Exhibit A. 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 two weeks' vacation time per year which shall accrue at the rate of 3.08 hours per biweekly payroll. It is understood that the Employee currently has a balance of vacation leave accrual of approximately 87.32 hours. 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. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Friday after Thanksgiving
9. 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 100% of the premium for the employee's personal coverage and 70% of dependent(s) coverage premium with the Employee paying 30% of the dependent(s) coverage premium [it is understood that unused health insurance benefits shall be compensated at a rate of \$100.00 per pay period]; 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 State law and Employer's personnel policies; and
5. A uniform allowance of \$400.00 per year for use on clothing consistent with Director's job description.

### **Section IX. Drug and Alcohol Policy**

The City is committed to providing a productive, safe and healthy environment. The use of illegal drugs, abuse and misuse of alcohol, prescription drugs and lawful products (such as cannabis), adversely affects those objectives. Whenever Director is working, is operating any City vehicle or is present on City maintenance premises he is prohibited from:

1. Possessing or consuming alcohol.
2. Possessing or consuming cannabis.

3. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of illegal drug paraphernalia).
4. Being under the influence of alcohol, cannabis, any drug not used as prescribed or any illegal drug.

Violation of the above policy will result in immediate suspension and discipline up to and including termination. The City has the sole discretion to decide when and under what circumstances an employee is fit for work. Testing on the basis of reasonable suspicion may include, but is not limited to: (1) observation of an employee acting or appearing in a manner which suggests drug or alcohol abuse, such as, behavior, appearance, judgment, coordination, job performance and/or conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, the smell of alcohol on the employee's breath; (2) instances where the City observes or receives credible information that the employee is using or has symptoms of drug and/or alcohol use; and/or (3) other facts which support a reasonable belief that the employee is using or has symptoms of drugs and/or alcohol in violation of this policy.

In reasonable cause instances, the City shall require the Director to be escorted directly to and from the collection site for drug and/or alcohol testing. Refusal to consent to testing will be considered insubordination and grounds for termination of employment. All alcohol breath testing performed under this program shall be performed to determine blood alcohol content only. If testing shows that Director has a blood alcohol content of at least .04%, he shall be deemed to have tested positive for being under the influence of alcohol and such a result, in violation of the above drug and alcohol policy will result in disciplinary action up to and including immediate termination.

#### **Section X. 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  
Villa Grove, IL 61956-0108

**Employee:**

Marc T. Mixell  
11 Hickory Lane  
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 XI. Performance Reviews**

Upon the signing of this agreement Director's employment will be deemed probationary for the first four months. During the initial four-month period following the signing of this agreement, the Director will have performance reviews at two months and three and half months.

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 XII. 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 XIII. 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.
- (e) Is given by the Director to an appropriate government official regarding any good faith allegation of criminal conduct.
- (f) Is required for Director to participate in a proceeding with an appropriate federal, state or local government agency.
- (g) Pertains to making truthful statements or disclosures as required by law, regulation, or legal process.

(h) Pertains to requesting or receiving confidential legal advice.

**Section XIV. 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 XV. 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 XVI. 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 XVII. 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 XVIII. 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 XIX. No Waiver or Modification**

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

**Section XX. Amendment**

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

**Section XXI. 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 XXII. 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 Marc T. Mixell 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

\_\_\_\_\_  
MARC T. MIXELL

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

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

**EMPLOYER**

**EMPLOYEE**

## City of Villa Grove

### Job Title: Director of Public Works

#### Nature of Work:

This is administrative and technical work in directing and supervising the Public Works Department's Facilities and Grounds areas. This position reports directly to the City Administrator. Work involves the responsibility for directing all phases of municipal public works, including utility systems, storm sewers, fleet maintenance, public municipal facilities, parks and road maintenance. **Any work done will be supervisory in nature only, and the Director shall not undertake tasks listed under the job titles of Laborer I or Laborer II unless for the purpose of employee training, weekend rotation of routine non-manual on-call tasks, or in the event of an emergency situation.** The Director shall make determination and recommendation as to a Laborer I or Laborer II's placement in the Public Works (PW) Department. Such determination, either at initial hire or as a change during the course of employment, shall be reported to the City Administrator in writing for proper allocation of payroll funding.

#### Essential Duties and Responsibilities:

- Reports directly to the City Administrator
- Creates and maintains policy manuals with priorities and standards for all departmental activities
- Shall work with the City Administrator, Mayor and City Council to implement short- and long-term goals for the department
- Shall prepare written reports to the Administrator and Council as needed, and shall attend one Council or Committee Meeting per month
- Responsible for scheduling and task assignments for PW Laborers I and II as well as seasonal employees
- Trains and supervises all employees tasked with maintenance or repairs of PW grounds, sidewalks or drainage infrastructure
- Trains himself and all departmental employees in both necessary and best practice safety procedures, with documentation of initial and repeated trainings and ensures compliance of the same while on any type of job assignment
- Responsible for discipline of PW Laborers with power to:
  - Issue verbal warnings (with documentation to City Administrator to file after)
  - Issue written warnings (with pre-review and pre-approval from City Administrator and copy to file after)

## **City of Villa Grove**

### **Job Title: Director of Public Works**

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- Issues concerning suspension or termination shall be discussed at the Administrator and Council level before execution
- Responsible for completing probationary and annual employee evaluations
- Prepares PW Department budget
- Responsible for all departmental purchases for required materials, per budget with the following parameters:
  - Purchases of \$300-1000 may be verbally approved by the City Administrator before order is placed
  - Purchases over \$1000 may be approved by the City Administrator after obtaining either formal approval at a City Council meeting or a consensus vote of the Council between meetings before order is placed
  - Emergency purchases over these limits shall be reported to the City Administrator immediately or within 48 hours in writing
- Will work with City engineers and contractors on PW jobs, making recommendations to the City Administrator regarding the need to secure new engineering contacts and/or outside vendors for various projects
- Create and maintain plans for ongoing Motor Fuel Tax projects in coordination with IDOT and State law (on a calendar year basis)
- Will assist other department heads or non-City agencies as needed

#### **Requirements of Work**

- Ability to organize, direct and coordinate the activities of the PW Department's Divisions, including long term planning.
- Ability to establish and maintain effective working relationships with employees, other city officials, and the general public.
- Must have excellent communication skills.
- Must have basic to medium computer proficiency.
- Must demonstrate medium to advanced software proficiency.
- Must adhere to required dress code.

#### **Desired Minimum Qualifications:**

- Previous supervisory experience
- High School Diploma or equivalent minimum
- Associates Degree in related field required, or additional multi-year employment as a City Laborer II, or equivalent PW and/or construction-related management experience elsewhere in lieu of AA or AS

**City of Villa Grove**

**Job Title: Director of Public Works**

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- Bachelor's Degree in related field preferred or equivalent experience
- Valid driver's license

**Functional Requirements:**

- General availability/on-call for emergencies as needed
- Director will be issued a City-owned cellular "smart" phone for use in his job performance and monitoring of equipment; under no circumstances shall City equipment or related-software be accessed through a personal cell phone

Date last revised: 1/3/2023