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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** EMPLOYMENT AGREEMENT RIDERS  
**AGENDA:** FEBRUARY 7, 2017 CONSENT AGENDA  
**DATE:** JANUARY 26, 2017

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**ISSUE**

Should the Village approve temporary employment agreement extensions for appointed, contractual officials.

**DISCUSSION**

In accordance with state statute the employment agreements cannot be extend past the current mayoral term. The Village Administrator, Chief of Police, Community Development Director, Finance Director and Director of Public Works, contracts expire April 30, 2017. As new employment agreements cannot be approved until after the new mayoral term, Village Attorney Steve Andersson has prepared employment agreement riders to extend the termination of the contracts from April 30th to August 30, 2017. During this time the Village Board will be able to consider new employment agreements for the listed positions. The riders change only the expiration dates of the contracts.

**COST**

Cost of this item is estimated at \$250 in legal services which will be charged to account # 01-50-6301 GF Administration Legal Services.

**RECOMMENDATION**

That the Board by consensus approve the employment agreement riders for the Village Administrator, Community Development Director, Chief of Police, Finance Director and Director of Public Works.

## **AT WILL EMPLOYMENT AGREEMENT RIDER**

This Agreement being made the 7th day of February, 2017, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Matthew Anastasia (hereinafter "Anastasia").

**WHEREAS**, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

**WHEREAS**, Anastasia currently serves the Village as its Director of Finance; and,

**WHEREAS**, Anastasia has represented that he is qualified to act as such; and,

**WHEREAS**, the Village and Anastasia have previously entered into an Employment Agreement on January 10, 2017; and,

**WHEREAS**, the January 10, 2017, Employment Agreement terminates on April 30, 2017; and,

**WHEREAS**, the January 10, 2017, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2017, Anastasia is entitled to certain payments specified in the Agreement as severance pay; and,

**WHEREAS**, the Village is unable to offer Anastasia a new Employment Agreement for a specified term until after April 30, 2017, following the outcome of the elections of that month; and,

**WHEREAS**, Anastasia is desirous of continuing to offer his services to the Village on an at-will basis after April 30, 2017 until the earlier of: 1) the Village terminating his employment; 2) Anastasia voluntarily terminating his employment; or 3) the Village extending, and Anastasia accepting, a new Employment Agreement for a specified term; and,

**WHEREAS**, the Village and Anastasia agree that this Rider does not give Anastasia an expectation of continuing employment beyond April 30, 2017, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Anastasia beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2017;

**NOW THEREFORE**, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

## **Section 1: Employment At-Will**

1. Following April 30, 2017, the employment of Anastasia by the Village shall be solely at-will, and Anastasia shall be terminable at any time, with or without cause.
2. That Anastasia shall continue with his position as Director of Finance solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Anastasia terminating his employment; or 3) the Village extending, and Anastasia accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30, 2017, and the first to occur of the events described in the preceding paragraph, Anastasia shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Anastasia's employment be terminated for any reason before the completion of a given two week pay period.
4. Anastasia shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the January 10, 2017, Employment Agreement.

## **Section 2: Severance Pay**

1. The Village and Anastasia acknowledge that Anastasia is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his January 10, 2017, Employment Agreement, and further acknowledge that Anastasia would be entitled to said severance pay immediately after April 30, 2017, were his employment with the Village not continued. This right of Anastasia is created by and through his January 10, 2017, Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30, 2017.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Anastasia agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Anastasia's employment shall continue with the Village. As such, Anastasia agrees to forego any payments to him in the form of severance pay, as provided for by his January 10, 2017, Employment Agreement, until such point in time as Anastasia is terminated or not renewed by the Village, without cause, after April 30, 2017. Should Anastasia be terminated or not renewed without cause after April 30, 2017, then Anastasia shall be entitled to the severance pay as described in his January 10, 2017, Employment Agreement. Should Anastasia: 1) be terminated for cause after April 30, 2017; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Anastasia, the Village and Anastasia agree that Anastasia shall not be entitled to any severance pay under his January 10, 2017, Employment Agreement.

3. The parties expressly agree that Anastasia's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Anastasia be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Anastasia's temporary waiver or delay of his right to severance pay shall be fully revoked, and Anastasia shall immediately be entitled to all payments due and owing under his January 10, 2017, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2017, (provided that Anastasia has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Anastasia shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Anastasia shall immediately be entitled to all payments due and owing under his January 10, 2017, Employment Agreement.

### **Section 3: Notice**

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

VILLAGE: Village Administrator and Village Clerk  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

ANASTASIA: Matthew Anastasia



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 given 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 4: General Provisions**

1. The text herein, read in conjunction with the January 10, 2017, Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Anastasia.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or

the January 10, 2017, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Anastasia shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Anastasia herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Matthew Anastasia has signed and executed this agreement, both in duplicate, the day and year first above written.

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Village President

ATTEST:

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Village Clerk

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Matthew Anastasia

## **AT WILL EMPLOYMENT AGREEMENT RIDER**

This Agreement being made the 7th day of February, 2017, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Brent Eichelberger (hereinafter "Eichelberger").

**WHEREAS**, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

**WHEREAS**, Eichelberger currently serves the Village as its Administrator; and,

**WHEREAS**, Eichelberger has represented that he is qualified to act as such; and,

**WHEREAS**, the Village and Eichelberger have previously entered into an Employment Agreement on June 4, 2013; and,

**WHEREAS**, the June 4, 2013, Employment Agreement terminates on April 30, 2017; and,

**WHEREAS**, the June 4, 2013 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2017, Eichelberger is entitled to certain payments specified in the Agreement as severance pay; and,

**WHEREAS**, the Village is unable to offer Eichelberger a new Employment Agreement for a specified term until after April 30, 2017, following the outcome of the elections of that month; and,

**WHEREAS**, Eichelberger is desirous of continuing to offer his services to the Village on an at-will basis after April 30, 2017 until the earlier of: 1) the Village terminating his employment; 2) Eichelberger voluntarily terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term; and,

**WHEREAS**, the Village and Eichelberger agree that this Rider does not give Eichelberger an expectation of continuing employment beyond April 30, 2017, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Eichelberger beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2017;

**NOW THEREFORE**, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

## **Section 1: Employment At-Will**

1. Following April 30, 2017, the employment of Eichelberger by the Village shall be solely at-will, and Eichelberger shall be terminable at any time, with or without cause.
2. That Eichelberger shall continue with his position as Administrator solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Eichelberger terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30, 2017, and the first to occur of the events described in the preceding paragraph, Eichelberger shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Eichelberger's employment be terminated for any reason before the completion of a given two week pay period.
4. Eichelberger shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the June 4, 2013 Employment Agreement.

## **Section 2: Severance Pay**

1. The Village and Eichelberger acknowledge that Eichelberger is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his June 4, 2013, Employment Agreement, and further acknowledge that Eichelberger would be entitled to said severance pay immediately after April 30, 2017, were his employment with the Village not continued. This right of Eichelberger is created by and through his June 4, 2013, Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30, 2017.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Eichelberger agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Eichelberger's employment shall continue with the Village. As such, Eichelberger agrees to forego any payments to him in the form of severance pay, as provided for by his June 4, 2013, Employment Agreement, until such point in time as Eichelberger is terminated or not renewed by the Village, without cause, after April 30, 2017. Should Eichelberger be terminated or not renewed without cause after April 30, 2017, then Eichelberger shall be entitled to the severance pay as described in his June 4, 2013, Employment Agreement. Should Eichelberger: 1) be terminated for cause after April 30, 2017; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Eichelberger, the Village and Eichelberger agree that Eichelberger shall not be entitled to any severance pay under his June 4, 2013, Employment Agreement.

3. The parties expressly agree that Eichelberger's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Eichelberger be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Eichelberger's temporary waiver or delay of his right to severance pay shall be fully revoked, and Eichelberger shall immediately be entitled to all payments due and owing under his June 4, 2013, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2017, (provided that Eichelberger has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Eichelberger shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Eichelberger shall immediately be entitled to all payments due and owing under his June 4, 2013, Employment Agreement.

### **Section 3: Notice**

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

VILLAGE: Village Administrator and Village Clerk  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

EICHELBERGER: Brent Eichelberger  


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 given 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 4: General Provisions**

1. The text herein, read in conjunction with the June 4, 2013, Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Eichelberger.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the June 4, 2013, Employment Agreement shall be deemed severable, shall not be



affected, shall remain in full force and effect, and Eichelberger shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Eichelberger herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Brent Eichelberger has signed and executed this agreement, both in duplicate, the day and year first above written.

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P. Sean Michels, Village President

ATTEST:

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Cynthia L. Galbreath, Village Clerk

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Brent Eichelberger

## **AT WILL EMPLOYMENT AGREEMENT RIDER**

This Agreement being made the 7th day of February, 2017, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Walter Magdziarz (hereinafter "Magdziarz").

**WHEREAS**, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

**WHEREAS**, Magdziarz currently serves the Village as its Director of Community Development; and,

**WHEREAS**, Magdziarz has represented that he is qualified to act as such; and,

**WHEREAS**, the Village and Magdziarz have previously entered into an Employment Agreement on March 4, 2014; and,

**WHEREAS**, the March 4, 2014, Employment Agreement terminates on April 30, 2017; and,

**WHEREAS**, the March 4, 2014, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2017, Magdziarz is entitled to certain payments specified in the Agreement as severance pay; and,

**WHEREAS**, the Village is unable to offer Magdziarz a new Employment Agreement for a specified term until after April 30, 2017, following the outcome of the elections of that month; and,

**WHEREAS**, Magdziarz is desirous of continuing to offer his services to the Village on an at-will basis after April 30, 2017, until the earlier of: 1) the Village terminating his employment; 2) Magdziarz voluntarily terminating his employment; or 3) the Village extending, and Magdziarz accepting, a new Employment Agreement for a specified term; and,

**WHEREAS**, the Village and Magdziarz agree that this Rider does not give Magdziarz an expectation of continuing employment beyond April 30, 2017, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Magdziarz beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2017;

**NOW THEREFORE**, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

### **Section 1: Employment At-Will**

1. Following April 30, 2017, the employment of Magdziarz by the Village shall be solely at-will, and Magdziarz shall be terminable at any time, with or without cause.
2. That Magdziarz shall continue with his position as Director of Community Development solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Magdziarz terminating his employment; or 3) the Village extending, and Magdziarz accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30, 2017, and the first to occur of the events described in the preceding paragraph, Magdziarz shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Magdziarz's employment be terminated for any reason before the completion of a given two week pay period.
4. Magdziarz shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the March 4, 2014, Employment Agreement.

### **Section 2: Severance Pay**

1. The Village and Magdziarz acknowledge that Magdziarz is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his March 4, 2014, Employment Agreement, and further acknowledge that Magdziarz would be entitled to said severance pay immediately after April 30, 2017, were his employment with the Village not continued. This right of Magdziarz is created by and through his March 4, 2014, Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30, 2017.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Magdziarz agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Magdziarz's employment shall continue with the Village. As such, Magdziarz agrees to forego any payments to him in the form of severance pay, as provided for by his March 4, 2014, Employment Agreement, until such point in time as Magdziarz is terminated or not renewed by the Village, without cause, after April 30, 2017. Should Magdziarz be terminated or not renewed without cause after April 30, 2017, then Magdziarz shall be entitled to the severance pay as described in his March 4, 2014, Employment Agreement. Should Magdziarz: 1) be terminated for cause after April 30, 2017; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Magdziarz, the

Village and Magdziarz agree that Magdziarz shall not be entitled to any severance pay under his March 4, 2014, Employment Agreement.

3. The parties expressly agree that Magdziarz's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Magdziarz be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Magdziarz's temporary waiver or delay of his right to severance pay shall be fully revoked, and Magdziarz shall immediately be entitled to all payments due and owing under his March 4, 2014, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2017, (provided that Magdziarz has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Magdziarz shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Magdziarz shall immediately be entitled to all payments due and owing under his March 4, 2014, Employment Agreement.

### **Section 3: Notice**

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

VILLAGE: Village Administrator and Village Clerk  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

MAGDZIARZ: Walter Magdziarz



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 given 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 4: General Provisions**

1. The text herein, read in conjunction with the March 4, 2014, Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Magdziarz.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the March 4, 2014, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Magdziarz shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Magdziarz herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Walter Magdziarz has signed and executed this agreement, both in duplicate, the day and year first above written.

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P. Sean Michels, Village President

ATTEST:

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Cynthia L. Galbreath, Village Clerk

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Walter Magdziarz

## **AT WILL EMPLOYMENT AGREEMENT RIDER**

This Agreement being made the 7th day of February, 2017, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter “Village”) and Patrick Rollins (hereinafter “Rollins”).

**WHEREAS**, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

**WHEREAS**, Rollins currently serves the Village as its Chief of Police; and,

**WHEREAS**, Rollins has represented that he is qualified to act as such; and,

**WHEREAS**, the Village and Rollins have previously entered into an Employment Agreement on June 4, 2013; and,

**WHEREAS**, the June 4, 2013, Employment Agreement terminates on April 30, 2017; and,

**WHEREAS**, the June 4, 2013, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2017, Rollins is entitled to certain payments specified in the Agreement as severance pay; and,

**WHEREAS**, the Village is unable to offer Rollins a new Employment Agreement for a specified term until after April 30, 2017, following the outcome of the elections of that month; and,

**WHEREAS**, Rollins is desirous of continuing to offer his services to the Village on an at-will basis after April 30, 2017, until the earlier of: 1) the Village terminating his employment; 2) Rollins voluntarily terminating his employment; or 3) the Village extending, and Rollins accepting, a new Employment Agreement for a specified term; and,

**WHEREAS**, the Village and Rollins agree that this Rider does not give Rollins an expectation of continuing employment beyond April 30, 2017, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Rollins beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2017;

**NOW THEREFORE**, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

### **Section 1: Employment At-Will**

1. Following April 30, 2017, the employment of Rollins by the Village shall be solely at-will, and Rollins shall be terminable at any time, with or without cause.

2. That Rollins shall continue with his position as Chief of Police solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Rollins terminating his employment; or 3) the Village extending, and Rollins accepting, a new Employment Agreement for a specified term.

3. For his services during the period following April 30, 2017, and the first to occur of the events described in the preceding paragraph, Rollins shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Rollins's employment be terminated for any reason before the completion of a given two week pay period.

4. Rollins shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the June 4, 2013 Employment Agreement.

## **Section 2: Severance Pay**

1. The Village and Rollins acknowledge that Rollins is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his June 4, 2013, Employment Agreement, and further acknowledge that Rollins would be entitled to said severance pay immediately after April 30, 2017, were his employment with the Village not continued. This right of Rollins is created by and through his June 4, 2013, Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30, 2017.

2. By virtue of this At-Will Employment Agreement Rider, the Village and Rollins agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Rollins's employment shall continue with the Village. As such, Rollins agrees to forego any payments to him in the form of severance pay, as provided for by his June 4, 2013, Employment Agreement, until such point in time as Rollins is terminated or not renewed by the Village, without cause, after April 30, 2017. Should Rollins be terminated or not renewed without cause after April 30, 2017, then Rollins shall be entitled to the severance pay as described in his June 4, 2013, Employment Agreement. Should Rollins: 1) be terminated for cause after April 30, 2017; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Rollins, the Village and Rollins agree that Rollins shall not be entitled to any severance pay under his June 4, 2013, Employment Agreement.


3. The parties expressly agree that Rollins's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Rollins be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Rollins's temporary waiver or delay of his right to severance pay shall be fully revoked, and Rollins shall immediately be entitled to all payments due and owing under his June 4, 2013, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2017, (provided that Rollins has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Rollins shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Rollins shall immediately be entitled to all payments due and owing under his June 4, 2013, Employment Agreement.

### **Section 3: Notice**

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

VILLAGE: Village Administrator and Village Clerk  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

ROLLINS: Patrick Rollins  


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 given 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 4: General Provisions**

1. The text herein, read in conjunction with the June 4, 2013, Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Rollins.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the June 4, 2013, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Rollins shall be entitled to all payments due and owing under that Agreement.
4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Rollins herein.



5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Patrick Rollins has signed and executed this agreement, both in duplicate, the day and year first above written.

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P. Sean Michels, Village President

ATTEST:

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Cynthia L. Galbreath, Village Clerk

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Patrick Rollins

## **AT WILL EMPLOYMENT AGREEMENT RIDER**

This Agreement being made the 7th day of February, 2017, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Anthony Speciale (hereinafter "Speciale").

**WHEREAS**, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

**WHEREAS**, Speciale currently serves the Village as its Public Works Director; and,

**WHEREAS**, Speciale has represented that he is qualified to act as such; and,

**WHEREAS**, the Village and Speciale have previously entered into an Employment Agreement on June 4, 2013; and,

**WHEREAS**, the June 4, 2013, Employment Agreement terminates on April 30<sup>th</sup>, 2017; and,

**WHEREAS**, the June 4, 2013, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30<sup>th</sup>, 2017, Speciale is entitled to certain payments specified in the Agreement as severance pay; and,

**WHEREAS**, the Village is unable to offer Speciale a new Employment Agreement for a specified term until after April 30, 2017, following the outcome of the elections of that month; and,

**WHEREAS**, Speciale is desirous of continuing to offer his services to the Village on an at-will basis after April 30<sup>th</sup>, 2017 until the earlier of: 1) the Village terminating his employment; 2) Speciale voluntarily terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term; and,

**WHEREAS**, the Village and Speciale agree that this Rider does not give Speciale an expectation of continuing employment beyond April 30<sup>th</sup>, 2017, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Speciale beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30<sup>th</sup>, 2017;

**NOW THEREFORE**, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

## **Section 1: Employment At-Will**

1. Following April 30<sup>th</sup>, 2017, the employment of Speciale by the Village shall be solely at-will, and Speciale shall be terminable at any time, with or without cause.
2. That Speciale shall continue with his position as Public Works Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Speciale terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30<sup>th</sup>, 2017 and the first to occur of the events described in the preceding paragraph, Speciale shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Speciale's employment be terminated for any reason before the completion of a given two week pay period.
4. Speciale shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the June 4, 2013, Employment Agreement.

## **Section 2: Severance Pay**

1. The Village and Speciale acknowledge that Speciale is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his June 4, 2013, Employment Agreement, and further acknowledge that Speciale would be entitled to said severance pay immediately after April 30, 2017, were his employment with the Village not continued. This right of Speciale is created by and through his June 4, 2013, Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30, 2017.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Speciale agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Speciale's employment shall continue with the Village. As such, Speciale agrees to forego any payments to him in the form of severance pay, as provided for by his June 4, 2013, Employment Agreement, until such point in time as Speciale is terminated or not renewed by the Village, without cause, after April 30, 2017. Should Speciale be terminated or not renewed without cause after April 30, 2017, then Speciale shall be entitled to the severance pay as described in his June 4, 2013 Employment Agreement. Should Speciale: 1) be terminated for cause after April 30, 2017; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Speciale, the Village and Speciale agree that Speciale shall not be entitled to any severance pay under his June 4, 2013 Employment Agreement.

3. The parties expressly agree that Speciale's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Speciale be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Speciale's temporary waiver or delay of his right to severance pay shall be fully revoked, and Speciale shall immediately be entitled to all payments due and owing under his June 4, 2013 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2017, (provided that Speciale has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Speciale shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Speciale shall immediately be entitled to all payments due and owing under his June 4, 2013, Employment Agreement.

### **Section 3: Notice**

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

VILLAGE: Village Administrator and Village Clerk  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

SPECIALE: Anthony Speciale



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 given 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 4: General Provisions**

1. The text herein, read in conjunction with the June 4, 2013 Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Speciale.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the June 4, 2013, Employment Agreement shall be deemed severable, shall not be

affected, shall remain in full force and effect, and Speciale shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Speciale herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Anthony Speciale has signed and executed this agreement, both in duplicate, the day and year first above written.

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P. Sean Michels, Village President

ATTEST:

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Cynthia L. Galbreath, Village Clerk

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Anthony Speciale