
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPEL, VILLAGE ADMINISTRATOR
SUBJECT: EMPLOYMENT AGREEMENT RIDERS
AGENDA: APRIL 15, 2025 REGULAR BOARD MEETING
DATE: MARCH 31, 2025

ISSUE

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

DISCUSSION

In accordance with state statute, employment agreements with appointed, contractual officials cannot be extended past the current mayoral term. The current agreements for the Village Administrator, Chief of Police, Community Development Director, Finance Director, Economic Development Director, and Director of Public Works expire April 30, 2021. As new employment agreements cannot be approved until after the new mayoral term, the Village Attorney has prepared employment agreement riders to extend the termination of the contracts from April 30, 2021 to July 31, 2021. 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

The only cost is for legal review of the updated extensions.

RECOMMENDATION

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

AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) is being made this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Matthew Anastasia (“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 May 18, 2021, (“Employment Agreement”); and,

WHEREAS, the May 18, 2021, Employment Agreement terminates on April 30, 2025; and,

WHEREAS, the May 18, 2021, Employment Agreement indicates that, in the event the Employment Agreement is not renewed or extended beyond April 30, 2025, Anastasia is entitled to certain payments specified in the Employment 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, 2025, 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, 2025 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, 2025, 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, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30, 2025, 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, 2025, 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 May 18, 2021, Employment Agreement.

SECTION TWO: 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 May 18, 2021, Employment Agreement, and further acknowledge that Anastasia would be entitled to said severance pay immediately after April 30, 2025, were his employment with the Village not continued. This right of Anastasia is created by and through his May 18, 2021, 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, 2025.

2. By virtue of this 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 May 18, 2021, Employment Agreement, until such point in time as Anastasia is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Anastasia be terminated or not renewed without cause after April 30, 2025, then Anastasia shall be entitled to the severance pay as described in his May 18, 2021, Employment Agreement. Should Anastasia: 1) be terminated for cause after April 30, 2025; 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 May 18, 2021, 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 Rider 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 May 18, 2021, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (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 May 18, 2021, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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
160 S. Municipal Drive
Sugar Grove, IL 60554

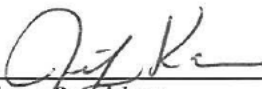
ANASTASIA: Matthew Anastasia


Alternatively, notices required pursuant to this Rider 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 FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the May 18, 2021, 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. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the hiring of a new Director of Finance. The intent is to ensure the Village receives transitional services from the removed Director of Finance under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to hire a Director of Finance.
4. 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 May 18, 2021, 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.
5. 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.
6. 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 Rider 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 Rider, both in duplicate, the day and year first above written.



Village President

ATTEST:


Village Clerk





Matthew Anastasia

AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) is made and entered into this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Michael Cassa (“Cassa”).

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

WHEREAS, Cassa currently serves the Village as its Director of Economic Development; and,

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

WHEREAS, the Village and Cassa have previously entered into an Employment Agreement on February 21, 2023 (“Employment Agreement”); and,

WHEREAS, the February 21, 2023, Employment Agreement terminates on April 30, 2025; and,

WHEREAS, the February 21, 2023, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2025, Cassa is entitled to certain payments specified in the Employment Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Cassa a new Employment Agreement for a specified term until after April 30, 2025, following the outcome of the elections of that month; and,

WHEREAS, Cassa is desirous of continuing to offer his services to the Village on an at-will basis after April 30, 2025, until the earlier of: 1) the Village terminating his employment; 2) Cassa voluntarily terminating his employment; or 3) the Village extending, and Cassa accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Cassa agree that this Rider does not give Cassa an expectation of continuing employment beyond April 30, 2025, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Cassa beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30, 2025, the employment of Cassa by the Village shall be solely at-will, and Cassa shall be terminable at any time, with or without cause.
2. That Cassa shall continue with his position as Director of Economic Development solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Cassa terminating his

employment; or 3) the Village extending, and Cassa accepting, a new Employment Agreement for a specified term.

3. For his services during the period following April 30, 2025, and the first to occur of the events described in the preceding paragraph, Cassa shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Cassa's employment be terminated for any reason before the completion of a given two-week pay period.

4. Cassa shall be entitled to accrue such other benefits (e.g., vacation, sick time, etc.) as are provided for in the February 21, 2023, Employment Agreement.

SECTION TWO: SEVERANCE PAY

1. The Village and Cassa acknowledge that Cassa is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his February 21, 2023, Employment Agreement, and further acknowledge that Cassa would be entitled to said severance pay immediately after April 30, 2025, were his employment with the Village not continued. This right of Cassa is created by and through his February 21, 2023, 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, 2025.

2. By virtue of this Rider, the Village and Cassa agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Cassa's employment shall continue with the Village. As such, Cassa agrees to forego any payments to him in the form of severance pay, as provided for by his February 21, 2023, Employment Agreement, until such point in time as Cassa is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Cassa be terminated or not renewed without cause after April 30, 2025, then Cassa shall be entitled to the severance pay as described in his February 21, 2023, Employment Agreement. Should Cassa: 1) be terminated for cause after April 30, 2025; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Cassa, the Village and Cassa agree that Cassa shall not be entitled to any severance pay under his February 21, 2023, Employment Agreement.

3. The parties expressly agree that Cassa's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this Rider is enforceable and that, should Cassa be terminated by the Village without cause at any time while this Rider is in effect, his right to severance pay shall not be affected, Cassa's temporary waiver or delay of his right to severance pay shall be fully revoked, and Cassa shall immediately be entitled to all payments due and owing under his February 21, 2023, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (provided that Cassa has not voluntarily terminated his own employment or been terminated for cause) the parties agree that Cassa shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Cassa shall immediately be entitled to all payments due and owing under his February 21, 2023, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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

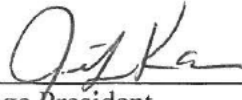
CASSA: Michael Cassa


Alternatively, notices required pursuant to this Rider 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 FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the February 21, 2023, 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 Cassa.
3. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the hiring of a new Economic Development Director. The intent is to ensure the Village receives transitional services from the removed Economic Development Director under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to hire an Economic Development Director.
4. 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 February 21, 2023, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Cassa shall be entitled to all payments due and owing under that Employment Agreement.
5. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the employment of Cassa herein.
6. 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 Rider to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Michael Cassa has signed and executed this agreement, both in duplicate, the day and year first above written.



Village President

ATTEST:


Village Clerk





Michael Cassa

AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) is made and entered into this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Scott Koeppel (“Koeppel”).

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

WHEREAS, Koeppel currently serves the Village as its Administrator; and,

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

WHEREAS, the Village and Koeppel have previously entered into an Employment Agreement on April 4, 2023 (“Employment Agreement”); and,

WHEREAS, the April 4, 2023, Employment Agreement terminates on April 30, 2025; and

WHEREAS, the April 4, 2023, Employment Agreement indicates that, in the event the Employment Agreement is not renewed or extended beyond April 30, 2025, Koeppel is entitled to certain payments specified in the Employment Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Koeppel a new Employment Agreement for a specified term until after April 30, 2025, following the outcome of the elections of that month; and,

WHEREAS, Koeppel is desirous of continuing to offer his services to the Village on an at-will basis and after April 30, 2025, until the earlier of: 1) the Village terminating his employment; 2) Koeppel voluntarily terminating his employment; or 3) the Village extending, and Koeppel accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Koeppel agree that this Rider does not give Koeppel an expectation of continuing employment beyond April 30, 2025, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Koeppel beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30, 2025, the employment of Koeppel by the Village shall be solely at-will, and Koeppel shall be terminable at any time, with or without cause.

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

3. For his services during the period following April 30, 2025, and the first to occur of the events described in the preceding paragraph, Koeppel shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Koeppel's employment be terminated for any reason before the completion of a given two-week pay period.

4. Koeppel shall be entitled to accrue such other benefits (e.g., vacation, sick time, etc.) as are provided for in the April 4, 2023, Employment Agreement.

SECTION TWO: SEVERANCE PAY

1. The Village and Koeppel acknowledge that Koeppel is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his April 4, 2023, Employment Agreement, and further acknowledge that Koeppel would be entitled to said severance pay immediately after April 30, 2025, were his employment with the Village not continued. This right of Koeppel is created by and through his April 4, 2023, 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, 2025.

2. By virtue of this At-Will Employment Agreement Rider, the Village and Koeppel agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Koeppel's employment shall continue with the Village. As such, Koeppel agrees to forego any payments to him in the form of severance pay, as provided for by his April 4, 2023, Employment Agreement, until such point in time as Koeppel is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Koeppel be terminated or not renewed without cause after April 30, 2025, then Koeppel shall be entitled to the severance pay as described in his April 4, 2023, Employment Agreement. Should Koeppel: 1) be terminated for cause after April 30, 2025; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Koeppel, the Village and Koeppel agree that Koeppel shall not be entitled to any severance pay under his April 4, 2023, Employment Agreement.

3. The parties expressly agree that Koeppel's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this Rider is enforceable and that, should Koeppel be terminated by the Village without cause at any time while this Rider is in effect, his right to severance pay shall not be affected, Koeppel's temporary waiver or delay of his right to severance pay shall be fully revoked, and Koeppel shall immediately be entitled to all payments due and owing under his April 4, 2023, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (provided that Koeppel has not voluntarily terminated his own employment or been terminated for cause) the parties agree that Koeppel shall be entitled to revoke this temporary waiver or delay of his

right to severance pay and Koeppel shall immediately be entitled to all payments due and owing under his April 4, 2023, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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

KOEPPEL: Scott Koeppel

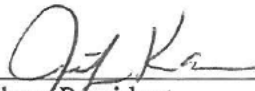
Alternatively, notices required pursuant to this Rider may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United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

SECTION FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the April 4, 2023, 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 Koeppel.
3. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the appointment of a new Village Administrator. The intent is to ensure the Village receives transitional services from the removed Village Administrator under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to appoint a Village Administrator.
4. 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 April 4, 2023, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Koeppel shall be entitled to all payments due and owing under that Employment Agreement.
5. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the employment of Koeppel herein.

6. 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 Rider to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Scott Koepfel has signed and executed this Rider, both in duplicate, the day and year first above written.



Village President

ATTEST:


Village Clerk





Scott Koepfel



AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) being made this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Brad (“Merkel”).

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

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

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

WHEREAS, the Village and Merkel have previously entered into an Employment Agreement on February 21, 2023, (“Employment Agreement”); and,

WHEREAS, the February 21, 2023, Employment Agreement terminates on April 30th, 2025; and,

WHEREAS, the February 21, 2023, Employment Agreement indicates that, in the event the Employment Agreement is not renewed or extended beyond April 30th, 2025, Merkel is entitled to certain payments specified in the Employment Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Merkel a new Employment Agreement for a specified term until after April 30, 2025, following the outcome of the elections of that month; and,

WHEREAS, Merkel is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2025 until the earlier of: 1) the Village terminating his employment; 2) Merkel voluntarily terminating his employment; or 3) the Village extending, and Merkel accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Merkel agree that this Rider does not give Merkel an expectation of continuing employment beyond April 30th, 2025, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Merkel beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30th, 2025, the employment of Merkel by the Village shall be solely at-will, and Merkel shall be terminable at any time, with or without cause.
2. That Merkel 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) Merkel terminating his employment; or 3) the Village extending, and Merkel accepting, a new Employment Agreement for a specified term.

3. For his services during the period following April 30th, 2025, and the first to occur of the events described in the preceding paragraph, Merkel shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Merkel's employment be terminated for any reason before the completion of a given two-week pay period.

4. Merkel shall be entitled to accrue such other benefits (e.g., vacation, sick time, etc.) as are provided for in the February 21, 2023, Employment Agreement.

SECTION TWO: SEVERANCE PAY

1. The Village and Merkel acknowledge that Merkel is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his February 21, 2023, Employment Agreement, and further acknowledge that Merkel would be entitled to said severance pay immediately after April 30, 2025, were his employment with the Village not continued. This right of Merkel is created by and through his February 21, 2023, 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, 2025.

2. By virtue of this Rider, the Village and Merkel agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Merkel's employment shall continue with the Village. As such, Merkel agrees to forego any payments to him in the form of severance pay, as provided for by his February 21, 2023, Employment Agreement, until such point in time as Merkel is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Merkel be terminated or not renewed without cause after April 30, 2025, then Merkel shall be entitled to the severance pay as described in his February 21, 2023, Employment Agreement. Should Merkel: 1) be terminated for cause after April 30, 2025; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Merkel, the Village and Merkel agree that Merkel shall not be entitled to any severance pay under his February 21, 2023, Employment Agreement.

3. The parties expressly agree that Merkel's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this Rider is enforceable and that, should Merkel be terminated by the Village without cause at any time while this Rider is in effect, his right to severance pay shall not be affected, Merkel's temporary waiver or delay of his right to severance pay shall be fully revoked, and Merkel shall immediately be entitled to all payments due and owing under his February 21, 2023, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (provided that Merkel has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Merkel shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Merkel shall immediately be entitled to all payments due and owing under his February 21, 2023, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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

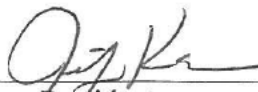
MERKEL: Brad Merkel

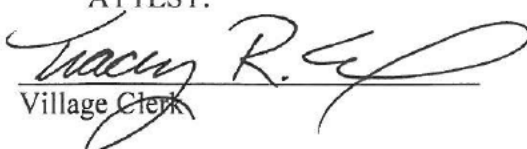
Alternatively, notices required pursuant to this Rider may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United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

SECTION FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the February 21, 2023, 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 Merkel.
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 February 21, 2023, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Merkel shall be entitled to all payments due and owing under that Employment Agreement.
4. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the hiring of a new Public Works Director. The intent is to ensure the Village receives transitional services from the removed Public Works Director under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to hire a Public Works Director.
5. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the employment of Merkel herein.
6. 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 Rider to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Brad Merkel has signed and executed this Rider, both in duplicate, the day and year first above written.


Village President

ATTEST:

Village Clerk




Brad Merkel

AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) is made and entered into this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Danielle Marion (“Marion”).

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

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

WHEREAS, Marion has represented that she is qualified to act as such; and,

WHEREAS, the Village and Marion have previously entered into an Employment Agreement on June 4, 2024 (“Employment Agreement”); and,

WHEREAS, the June 4, 2024, Employment Agreement terminates on April 30, 2025; and,

WHEREAS, the June 4, 2024, Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30, 2025, Marion is entitled to certain payments specified in the Employment Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Marion a new Employment Agreement for a specified term until after April 30, 2025, following the outcome of the elections of that month; and,

WHEREAS, Marion is desirous of continuing to offer her services to the Village on an at-will basis after April 30, 2025, until the earlier of: 1) the Village terminating her employment; 2) Marion voluntarily terminating her employment; or 3) the Village extending, and Marion accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Marion agree that this Rider does not give Marion an expectation of continuing employment beyond April 30, 2025, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Marion beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30, 2025, the employment of Marion by the Village shall be solely at-will, and Marion shall be terminable at any time, with or without cause.
2. That Marion shall continue with her position as Director of Community Development solely on an at-will basis, until the earlier of: 1) the Village terminating her employment; 2) Marion terminating her

employment; or 3) the Village extending, and Marion accepting, a new Employment Agreement for a specified term.

3. For her services during the period following April 30, 2025, and the first to occur of the events described in the preceding paragraph, Marion shall be compensated biweekly, in an amount equal to her current biweekly installments, with such amount being reduced pro-rata should Marion's employment be terminated for any reason before the completion of a given two-week pay period.

4. Marion shall be entitled to accrue such other benefits (e.g., vacation, sick time, etc.) as are provided for in the June 4, 2024, Employment Agreement.

SECTION TWO: SEVERANCE PAY

1. The Village and Marion acknowledge that Marion is entitled to certain severance pay upon the termination of her employment with the Village, pursuant to the terms and conditions of her June 4, 2024, Employment Agreement, and further acknowledge that Marion would be entitled to said severance pay immediately after April 30, 2025, were her employment with the Village not continued. This right of Marion is created by and through her June 4, 2024, 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, 2025.

2. By virtue of this Rider, the Village and Marion agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Marion's employment shall continue with the Village. As such, Marion agrees to forego any payments to her in the form of severance pay, as provided for by her June 4, 2024, Employment Agreement, until such point in time as Marion is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Marion be terminated or not renewed without cause after April 30, 2025, then Marion shall be entitled to the severance pay as described in her June 4, 2024, Employment Agreement. Should Marion: 1) be terminated for cause after April 30, 2025; 2) voluntarily terminate her own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Marion, the Village and Marion agree that Marion shall not be entitled to any severance pay under her June 4, 2024, Employment Agreement.

3. The parties expressly agree that Marion's agreement to temporarily waive or delay her right to severance pay is solely offered based on the understanding that this Rider is enforceable and that, should Marion be terminated by the Village without cause at any time while this Rider is in effect, her right to severance pay shall not be affected, Marion's temporary waiver or delay of her right to severance pay shall be fully revoked, and Marion shall immediately be entitled to all payments due and owing under her June 4, 2024, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (provided that Marion has not voluntarily terminated her own employment or been terminated for cause) the parties agree that Marion shall be entitled to revoke this temporary waiver or delay of her right to severance pay and Marion shall immediately be entitled to all payments due and owing under her June 4, 2024, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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


MARION: Danielle Marion


Alternatively, notices required pursuant to this Rider 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 FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the June 4, 2024, 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 Marion.
3. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the hiring of a new Community Development Director. The intent is to ensure the Village receives transitional services from the removed Community Development Director under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to hire a Community Development Director.
4. 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, 2024, Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Marion shall be entitled to all payments due and owing under that Employment Agreement.
5. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the employment of Marion herein.
6. 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 Rider to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Dannielle Marion has signed and executed this agreement, both in duplicate, the day and year first above written.


Village President

ATTEST:

Village Clerk




Dannielle Marion
Dannielle

AT WILL EMPLOYMENT AGREEMENT RIDER

This At Will Employment Agreement Rider (“Rider”) is being made this 15th day of April 2025, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (“Village”) and Patrick Rollins (“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 May 18, 2021, (“Employment Agreement”); and,

WHEREAS, the May 18, 2021, Employment Agreement terminates on April 30, 2025; and,

WHEREAS, the May 18, 2021, Employment Agreement indicates that, in the event the Employment Agreement is not renewed or extended beyond April 30, 2025, Rollins is entitled to certain payments specified in the Employment 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, 2025, 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, 2025, 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, 2025, 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, 2025;

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

SECTION ONE: EMPLOYMENT AT WILL

1. Following April 30, 2025, 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, 2025, 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 May 18, 2021, Employment Agreement.

SECTION TWO: 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 May 18, 2021, Employment Agreement, and further acknowledge that Rollins would be entitled to said severance pay immediately after April 30, 2025, were his employment with the Village not continued. This right of Rollins is created by and through his May 18, 2021, 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, 2025.

2. By virtue of this 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 May 18, 2021, Employment Agreement, until such point in time as Rollins is terminated or not renewed by the Village, without cause, after April 30, 2025. Should Rollins be terminated or not renewed without cause after April 30, 2025, then Rollins shall be entitled to the severance pay as described in his May 18, 2021, Employment Agreement. Should Rollins: 1) be terminated for cause after April 30, 2025; 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 May 18, 2021, 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 Rider is enforceable and that, should Rollins be terminated by the Village without cause at any time while this Rider 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 May 18, 2021, Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31, 2025, (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 May 18, 2021, Employment Agreement.

SECTION THREE: NOTICE

Notices pursuant to this Rider 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

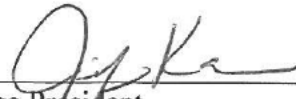
ROLLINS: Patrick Rollins


Alternatively, notices required pursuant to this Rider 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 FOUR: GENERAL PROVISIONS

1. The text herein, read in conjunction with the May 18, 2021, 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. This contract will remain in full force and effect for at least (3) three months following the term of a new President. This provision applies regardless of the appointment of a new Police Chief. The intent is to ensure the Village receives transitional services from the removed Police Chief under the terms of a simple employment contract and should not be read as an infringement of the powers of a Village President to appoint a Police Chief.
4. 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 May 18, 2021, 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 Employment Agreement.
5. 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.
6. 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 Rider 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 Rider, both in duplicate, the day and year first above written.



Village President

ATTEST:


Village Clerk





Patrick Rollins