



ORDINANCE NO. 1964-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT – MICHAEL GARRIGAN, DIRECTOR OF COMMUNITY DEVELOPMENT

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and the Village Clerk be, and the same are, hereby authorized and directed to execute an Employment Agreement with Michael Garrigan. Such Employment Agreement is by and between the Village of Hawthorn Woods and Michael Garrigan, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

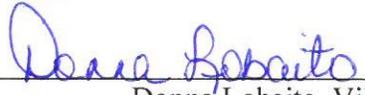
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Haiser, Kosik, Riess, Garrigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: July 22, 2019

APPROVED: July 22, 2019



VILLAGE OF HAWTHORN WOODS
DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of the 22nd day of July 2019, by and between the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and Michael Garrigan, a member of the Executive Leadership Team of the Village of Hawthorn Woods (sometimes hereinafter referred to as "EMPLOYEE").

WITNESSETH:

WHEREAS, the corporate authorities of the VILLAGE are authorized to enter into this Agreement pursuant to the authority contained in 65 ILCS 5/8-1-7; and,

WHEREAS, the VILLAGE desires to employ the services of EMPLOYEE as the Director of Community Development of the VILLAGE, as provided for by the ordinances of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits and to set working expectations of EMPLOYEE; and,

WHEREAS, the purpose of this Agreement is to:

- (1) Secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
- (2) To make possible full work productivity by assuring EMPLOYEE'S morale;
- (3) Act as a deterrent against malfeasance or dishonesty for personal gain; and,
- (4) Provide a just means of terminating Employee's services; and,

WHEREAS, EMPLOYEE desires to accept employment as the Director of Community Development of the VILLAGE upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION I: DUTIES: The VILLAGE agrees to employ EMPLOYEE as the Director of Community Development of the VILLAGE. EMPLOYEE agrees to be employed as the Director of Community Development of the VILLAGE and be responsible for the proper administration of his department and perform the functions and duties of his position in accordance with the VILLAGE's ordinances, resolutions, rules and regulations and policies in effect as of the effective date of this Agreement, and as subsequently modified or adopted. EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor and Board and/or Chief Operating Officer may request. EMPLOYEE shall devote at least 40 (forty) hours per week to the duties of Director of Community Development in addition to the time required for attendance at Village Board meetings, Committee meetings and other community activities. EMPLOYEE understands that the position of Director of Community Development is an exempt position as defined by the Fair Labor Standards Act. EMPLOYEE shall report directly to and follow such directions as the Chief Operating Officer shall provide. He shall maintain regular office hours as may from time to time be approved by the Chief Operating Officer.

SECTION II: TERM This Agreement shall commence as of August 5, 2019 and shall be subject to the provisions provided herein.

SECTION III: TERMINATION AND SEVERANCE PAY:

A. The Village shall have the absolute right to terminate the services of EMPLOYEE, with or without cause, at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to paragraph B. of this Section III. EMPLOYEE expressly waives the right to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise.

B. If EMPLOYEE is terminated without cause, VILLAGE will pay EMPLOYEE as severance pay within thirty (30) days of termination, a lump cash payment equal to 2 months of EMPLOYEE'S annual salary at the time of termination, less required deductions. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all health and life insurance benefits identified in Section VI for a period of 2 months from and after the date of termination, or until EMPLOYEE has obtained new employment, whichever is less. As a precondition of the above obligation, EMPLOYEE must execute a general release of claims against the VILLAGE, its trustees, officers, employees and insurers. The form of release will be prepared by the VILLAGE and will exclude the waiver of claims for accrued and fully vested employee benefits and unemployment and workers' compensation benefits. No severance pay or other benefits will be provided if EMPLOYEE's termination is for cause. For purposes of this Agreement, cause means EMPLOYEE's (i) conviction of, or plea of guilty to, a felony, (ii) act or

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omission constituting malfeasance, misappropriation of assets, or unlawful conduct in the performance of her duties or (iii) violation of any VILLAGE ordinance, resolution, rule and regulation or policy.

The provisions of this subparagraph B will be honored by the VILLAGE if EMPLOYEE resigns from VILLAGE service for one of the following reasons:

- (1) If the VILLAGE reduces the salary of EMPLOYEE by a greater percentage than that applicable across the board for all VILLAGE employees;
- (2) After written demand is made by EMPLOYEE, the VILLAGE refuses to comply with any of the terms of this Agreement; or,
- (3) EMPLOYEE resigns following request for resignation in lieu of termination by the Mayor and Board of Trustees.

C. EMPLOYEE has the right to voluntarily resign at any time from his position with the VILLAGE upon sixty (60) days prior written notice, or such other time period as the parties may mutually agree. Further, EMPLOYEE shall not be entitled to the severance pay or other benefits set forth in subparagraph B above, unless the reason is for one stated in that subparagraph.

SECTION IV: SALARY: The VILLAGE agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement at the annualized base salary rate of \$120,000 payable in equal installments on the same pay dates on which other employees of the VILLAGE are paid. EMPLOYEE'S compensation shall be reviewed annually. The VILLAGE agrees to increase said base salary and/or other benefits of EMPLOYEE in such amount and to such extent as the Mayor and Board of Trustees may determine in their sole and exclusive discretion. This salary shall commence as of August 5, 2019.

SECTION V: EXTENT OF SERVICES-OUTSIDE ACTIVITIES: EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not engage in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the express prior written approval of the Chief Operating Officer.

SECTION VI: EMPLOYEE BENEFITS

A. CELLULAR PHONE: EMPLOYEE shall have the use of a cellular telephone, which shall be provided to him by the VILLAGE. The particular make or type to be made available to EMPLOYEE shall be within the discretion of the VILLAGE. The VILLAGE shall pay all costs of obtaining the telephone and shall pay all monthly service charges, to the extent such charges relate to VILLAGE business.

B. PAID TIME OFF (PTO): EMPLOYEE shall be entitled to 25 days of paid time off (PTO) per year. Customary holidays given to all VILLAGE employees shall not be counted against EMPLOYEE'S paid time off.

C. MEDICAL BENEFITS: EMPLOYEE is eligible for the health, vision, dental and life insurance benefits currently provided. Said benefits will be provided with respect to EMPLOYEE on the same basis as other employees. EMPLOYEE may obtain such health insurance coverage for his dependents, at EMPLOYEE expense, in the same manner as other VILLAGE employees.

SECTION VII: PERFORMANCE EVALUATION: The Chief Operating Officer shall review and evaluate the performance of EMPLOYEE at least once annually.

ARTICLE VIII: RESIDENCY: It is hereby acknowledged that EMPLOYEE currently resides in Lake County, Illinois. EMPLOYEE agrees to notify the VILLAGE prior to any change in residency.

ARTICLE IX: GENERAL PROVISIONS:

A. This Agreement sets forth the entire agreement and understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties. No waiver or any breach of this Agreement shall be deemed a waiver of any subsequent or other breach.

B. EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity which may assume and perform the duties of the VILLAGE.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- (1) VILLAGE at:
Chief Operating Officer
VILLAGE OF HAWTHORN WOODS
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

- (2) EMPLOYEE at:

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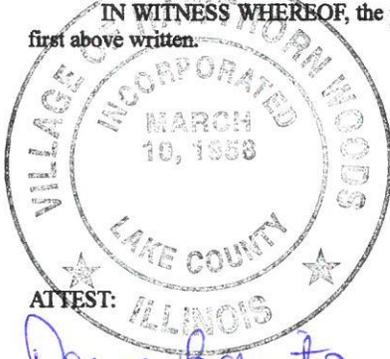
Michael Garrigan
10 Willow Terrace
Lake Zurich, IL 60047

- (3) To such other person or place which either party hereto, by its prior written notice, shall designate for notice to it from the other party hereto.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

G. EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.



VILLAGE OF HAWTHORN WOODS, an
Illinois Municipal Corporation,

By: [Signature]
Mayor

ATTEST:

[Signature]
Village Clerk

[Signature]
Employee