

RETURN TO:

**JAMIE MYERS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

CITY OF TROY

ORDINANCE NO. 2016 - 14

**AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER
INTO AND THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TROY AND ROB HANCOCK**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 2nd DAY OF MAY, 2016**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 2nd day of May, 2016.**

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TROY AND ROB HANCOCK

WHEREAS, the Public Works Director for the City of Troy (“Employer”) recently retired; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, desire to enter into an Employment Agreement to employ Rob Hancock (“Employee”) as the new Public Works Director for the City of Troy, Illinois; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, believe it is in the best interest of the City to enter into an Employment Agreement between the Employer and Employee to set forth the terms and conditions of Employee as the City’s new Public Works Director.

NOW, THEREFORE, be it ordained by the Mayor and the City Council of the City of Troy, Madison County, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein and are true and accurate.

SECTION 2. The Employment Agreement between the Employer and Employee, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted.

SECTION 3. The Mayor, on behalf of the City of Troy, Illinois, is hereby authorized to execute, and the City Clerk is directed to attest, the Employment Agreement between the Employer and Employee.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.


PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 2nd day of May, 2016.

Those voting aye: Decarli, Puer, Greenfield, Hendrickson,
Jackson, Partry and Turner.

Those voting nay: _____

Those absent: italiano

APPROVED:

By: 
ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May 2016, by and between The City of Troy, Illinois, a municipal corporation, hereinafter called "Employer", and Rob Hancock, hereinafter called, "Employee", WITNESSETH:

WHEREAS, Employer desires to employ Employee as Public Works Director for the City of Troy, Illinois, as provided by the Troy Code of Ordinances;

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee;

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee as Public Works Director, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to job security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide for means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employment; and,

WHEREAS, Employee desires to accept employment as Public Works Director for the City of Troy, Illinois;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

(A) Employer hereby agrees to employ Employee as Public Works Director for the City of Troy, Illinois, to perform the functions and duties specified in the Code of Ordinances of the City of Troy, and as required by state law, and to perform other legally permissible and proper law enforcement functions and duties as the Mayor and City Council shall from time to time assign.

(B) Employee agrees to perform, at all times faithfully, industriously and to the best of his ability, experience and talent, all of the duties that may be required of him pursuant to the terms of the Agreement, to the reasonable satisfaction of the Employer.

(C) Duties will be rendered within the City of Troy, Illinois, and at any other place or places as Employer, in good faith, requires or as the interests, needs, business and opportunities of Employer requires.

Section 2. Term of Employment and Employee's Return to Lead Operator Position on April 28, 2017

The term of the Agreement shall commence upon the execution of the Agreement, and shall terminate on April 28, 2017, subject, however, to prior termination as provided for below. In the event that Employee is not terminated as provided for below prior to April 28, 2017, this Agreement shall terminate on April 28, 2017, and Employee will automatically revert back to a Lead Operator position with the Employer effective that date.

Section 3. Salary Reimbursement and Benefits

(A) Employer will pay Employee, and Employee agrees to accept from Employer, in full payment for Employee's services under this Agreement, a salary subject to annual appropriation which is set forth in the annual budget and approved by the Mayor and City Council. The salary for the Employee as Public Works Director for the City of Troy, Illinois, shall be based upon an annualized rate of \$\$78,752.96, which shall be paid in approximately equal biweekly payments in accordance with the City's payroll policy.

(B) Employee shall earn and maintain the same vacation and sick time benefits that he has previously received in the position of Water Treatment Plant Lead Operator. Employee shall also continue to receive the fringe benefits offered to City employees as set forth in the City of Troy Employee Manual, as amended from time to time.

(C) Employer will reimburse Employee for any and all pre-approved necessary, customary, and usual expenses incurred by him while traveling for and on behalf of the Employer pursuant to the Employer's directions.

(D) Employer will pay pre-approved reasonable annual membership dues or fees incurred by Employee for those associations directly related to Employee's duties for the City of Troy, Illinois.

(E) Employee must present written invoices or proof of payment in order for payment or reimbursement of expenses or dues to issue.

Section 4. Termination and Severance Pay

(A) This Agreement shall terminate on the occurrence of any of the following events:

- (i) the death of the Employee;
- (ii) the failure of the Employee to perform his duties satisfactorily after written notice thereof;
- (iii) the Employee is convicted of a misdemeanor crime involving theft, dishonesty or moral turpitude or any felony crime;
- (iv) the Employee engages in misconduct constituting just cause for termination of employment.

(B) Employee may terminate this Agreement by giving Employer at least ninety (90) days written notice.

(C) Under no circumstances shall Employee be entitled to any severance pay or severance benefits.

Section 5. Option to Terminate Contract for Permanent Disability of Employee

(A) Notwithstanding anything in this Agreement to the contrary, Employer has the option to terminate this Agreement in the event that during its term, Employee becomes permanently disabled as the term permanently disabled is defined below. This option may be exercised by Employer giving notice to Employee by certified mail addressed to him of its intention to terminate this Agreement on the last day of the month during which notice is mailed.

(B) For the purposes of this Agreement, Employee will be deemed to have become permanently disabled if, during the term of this Agreement, because of ill health, physical or mental disability or other causes beyond his control, he will have been continuously unable or unwilling, or have failed to perform his duties, for a total period of four (4) weeks, whether consecutive or not.

(C) If employee becomes disabled, as defined under this agreement, he retains his employee status, but the City retains the right to fill this Director of Public Works position.

Section 6. Hours of Work

(A) Employee shall devote the whole of his time, attention and energies to the performance of his duties and will not either directly or indirectly be employed by any other person or business or entity during the term of this Agreement.

(B) Employer recognizes that Employee is required to devote substantial time outside normal business hours in performance of his duties including but not limited to attending meetings at the request of the Mayor or the City Council, therefore, Employee is not required to maintain regular working hours during normal business hours.

Section 7. Indemnification

(A) Employer shall defend, hold harmless and indemnify Employee against any claim, demand, legal action or proceeding arising out of Employee's performance of his duties or based upon an alleged act or omission by Employee while performing his duties, provided Employee was acting within in the scope of his employment and in furtherance of his duties and not engaged in any alleged intentional conduct, willful and wanton conduct or criminal conduct.

(B) Employer has the right in Employer's sole discretion, to compromise and settle any such claim, demand or legal action without the Employee's consent.

Section 8. Bonding

Employer shall pay the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9. Authority of Employee

Employee shall have no right to make contracts or commitments for or on behalf of the Employer, except as pre-authorized by ordinance or express written consent of the City.

Section 10. Notices

All notices pursuant to this Agreement shall be made in writing and delivered via certified mail return receipt requested or personal delivery to the Mayor on behalf of the Employer at City Hall, Troy, Illinois and to the Employee, at the address on file with the City Clerk, or at such other address as either party requests of the other in writing.

Section 11. No Assignment

The Employee shall not assign any interest or obligation under this Agreement.

Section 12. General Provisions

(A) Subject to the terms of this Agreement, Employer reserves the right to establish, maintain, amend, modify or terminate such other terms, conditions, and benefits of employment as set forth in the City of Troy Employee Manual.

(B) The text herein shall constitute the entire Agreement between the parties and may not be modified, altered or amended except in writing, signed by Employer and Employee.

(C) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

(D) This Agreement shall become effective upon its execution.

(E) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(F) This Agreement shall be governed by the laws of the State of Illinois.

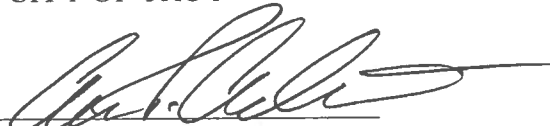
(G) Employer and Employee have had the opportunity to read, review and analyze this Agreement and, if necessary, consult with an attorney of their choice regarding the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Mayor and City Council of the City of Troy have caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed this Agreement on his own behalf, both in duplicate, the day and year first above written.

EMPLOYER

THE CITY OF TROY

BY:



Allen Adomite, Mayor

EMPLOYEE

ROB HANCOCK


Rob Hancock, Employee

ATTEST:


City Clerk

CURRENT PUBLIC WORKS DIRECTOR SALARY	CURRENT F/Y HRLY RATE	2.50% HRLY INCREASE EFFECTIVE 5/1/16	NEW HRLY RATE	ANNUAL SALARY (Not Incl. O/T)
ALAN SECREST	\$ 39.58	\$ 0.98	\$ 40.56	\$ 84,364.80
TOTAL SALARY				\$ 84,364.80

CURRENT WATER PLANT SALARY	CURRENT F/Y HRLY RATE	2.50% HRLY INCREASE EFFECTIVE 5/1/16	NEW HRLY RATE	ANNUAL SALARY (Not Incl. O/T)
ROB HANCOCK	\$ 33.59	\$ 0.83	\$ 34.42	\$ 71,593.60
TOTAL PROPOSED SALARY FOR NEW PUBLIC WORKS DIRECTOR				
ROB HANCOCK	PROPOSED 10% INCREASE TO BE INCLUDED WITHIN NEW EMPLOYMENT AGREEMENT AS PUBLIC WORKS DIRECTOR			\$ 78,752.96