

RESOLUTION NO. 5010
A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN ADDENDUM TO
THE EMPLOYMENT AGREEMENT FOR GARY W. BRADLEY'S EMPLOYMENT AS
CITY MANAGER

WHEREAS, the mayor and the City Council feel it is the best interest of the city to modify the terms of the original employment agreement executed between Gary W. Bradley and the City of Kewanee executed on September 14, 2015 in light of his employment review after one year of service, and

WHEREAS, the City of Kewanee feels it is the best interest to increase the amount of severance and the procedures and mechanism to attribute severance in the event of the termination of Gary W. Bradley.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEWANEE, HENRY COUNTY, ILLINOIS, IN COUNCIL ASSEMBLED AS FOLLOWS:

Section 1. The Mayor of the City of Kewanee and the City Clerk are hereby authorized to execute the Addendum to the Employment Agreement on behalf of the City of Kewanee attached hereto as Exhibit A.


Section 2. Said addendum, as well as a 3% increase in salary will be effective as of the one year anniversary of his employment on September 14, 2016.

Section 3. This resolution shall be of full force and effect immediately upon its passage and approval as provided by law.

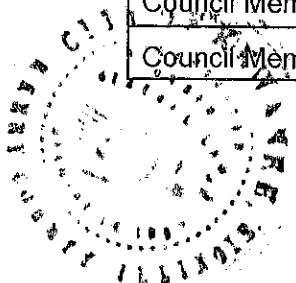
ADOPTED by the Council of the City of Kewanee, Illinois this 24th day of October 2016.

ATTEST:


 Melinda K. Edwards, City Clerk


 Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney	X			
Council Member Kellie Wallace-McKenna	X			
Council Member Andrew Koehler	X			
Council Member Michael Yaklich	X			
Council Member Deann Schweitzer	X			



ADDENDUM

1.00. PARTIES.

1. Gary W. Bradley,
2. City of Kewanee by Steve Looney, its mayor

2.00. BACKGROUND.

1. On September 14, 2015, the City of Kewanee and Gary W. Bradley entered into an employment agreement wherein he was appointed the City Manager for the City of Kewanee.
2. At that time, Section 10 set forth the severance package in the event that Gary W. Bradley was terminated pursuant to Section 9 of the agreement.
3. On the one year anniversary of the employment of Gary W. Bradley, the City Council did meet to evaluate his performance and found his performance acceptable.
4. In light of his performance and in reviewing all factors the City has determined that it is in the best interest of the City of Kewanee to amend the original employment agreement to set forth a greater amount of severance and a procedure for the calculation of severance in the future.

3.00. TERMS MODIFIED.

1. Section 10 is removed in its entirety and replaced with the following language:

Section 10: Severance

- A. Severance shall be paid to the employee when employment is terminated as defined in Section 9, upon termination the employer shall provide a minimum severance payment as follows:
 1. A payment equal to seven (7) months salary at the current rate of pay at the time of his termination.
 2. This severance shall be paid in a lump sum unless otherwise agreed to by the employer and employee.
 3. In addition to the lump sum payment of severance, employer shall pay the costs to continue health insurance for the employee and all dependents as provided for in Section 4A of the employment agreement, during the severance period.

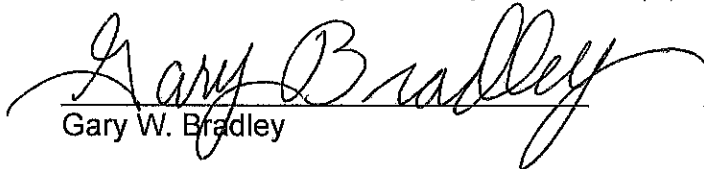
4. In addition to the seven (7) months as set forth in Section 1 above, for every year Gary W. Bradley remains in the employment of the City of Kewanee, he shall receive an additional one month of severance, up to a maximum of 12 months, in the event of termination. For the purposes of evaluating this, a year is celebrated on the date of the employment anniversary which is September 14. For the purposes of illustration, on September 14, 2017 this agreement shall provide for eight (8) months of severance in the event of termination.
 - B. The employee shall also be compensated for accrued vacation time, personal leave, and accrued sick leave per Section 5 of the employment agreement.
 - C. If the employee is terminated because of a conviction of a felony or any illegal act involving theft or personal gain then the employer is not obligated to pay severance under this section.

4.00 OTHER TERMS.

1. Except as herein modified all remaining terms as set forth in the original employment agreement remain in full force and effect.
2. In the event that any terms in the original agreement are contrary to the terms as set forth herein, this addendum shall control for the purpose of interpretation.

5.00 SEVERABILITY.

1. The invalidity or partial invalidity of any portion of this addendum will not affect the invalidity of any other provision of this addendum as set forth and reincorporated by Section 19(D) of the original employment agreement.



Gary W. Bradley



Steve Looney

ATTEST:



Melinda K. Edwards, City Clerk