

RETURN TO:

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

CITY OF TROY

ORDINANCE NO. 2013 – 11

**AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER
INTO AND THE MAYOR TO EXECUTE A THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TROY AND JEFF SOLAND**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 3rd DAY OF SEPTEMBER, 2013**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 3rd day of September, 2013.**

ORDINANCE NO. 2013- 11

AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE A THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TROY AND JEFF SOLAND

WHEREAS, the City of Troy (“Employer”) employs Jeff Soland (“Employee”) as City Administrator in accordance with an Employment Agreement dated May 14, 2007, and as provided for by the Troy Code of Ordinances (“Employment Agreement”); and

WHEREAS, on October 1, 2007, Employer and Employee entered into a First Amendment to Employment Agreement, which made a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, on May 4, 2009, Employer and Employee entered into a Second Amendment to Employment Agreement, which extended the term of employment and made a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, the Second Amendment to Employment Agreement expired on May 1, 2013; and

WHEREAS, it is now the desire of the Mayor and Board of Aldermen to again extend the term of employment and make a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, accordingly, 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 a Third Amendment to Employment Agreement between the Employer and Employee.

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 Third Amendment to 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 of the City of Troy, Illinois is hereby authorized to execute and the City Clerk is directed to attest the Third Amendment to 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.

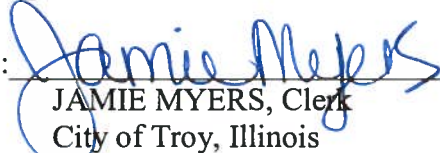
PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 3rd day of September, 2013.

Those voting aye: Evans, Hendrickson, Italiano, Jackson, Partney
Those voting nay: DeCarli, Greenfield, Lanahan
Those absent: _____

APPROVED:

By: 
ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)



THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

BETWEEN

JEFF SOLAND AND THE CITY OF TROY

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 3rd day of September, 2013, by and between The City of Troy, Illinois, a municipal corporation, hereinafter called "Employer," and Jeff Soland, hereinafter called "Employee":

WHEREAS, Employer employs Employee as City Administrator in accordance with an Employment Agreement dated May 14, 2007, and as provided for by the Troy Code of Ordinances ("Employment Agreement"); and

WHEREAS, on October 1, 2007, Employer and Employee entered into a First Amendment to Employment Agreement, which made a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, on May 4, 2009, Employer and Employee entered into a Second Amendment to Employment Agreement, which extended the term of employment and made a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, the Second Amendment to Employment Agreement expired on May 1, 2013; and

WHEREAS, it is now the desire of the Mayor and Board of Aldermen to again extend the term of employment and make a salary adjustment for Employee, with all other terms and conditions of the Employment Agreement remaining the same; and

WHEREAS, it is now the desire of the Mayor and Board of Aldermen to amend Section 2 of the Employment Agreement (“Term of Employment”) in order to provide for a two (2) year term of employment for Employee effective May 1, 2013, and expiring on April 30, 2015; and

WHEREAS, it is the desire of the Mayor and Board of Aldermen to amend Section 3(A) of the Employment Agreement (“Salary Reimbursement and Benefits”) in order to make salary adjustments for Employee each year during the two (2) year term of the Employment Agreement; and

WHEREAS, it is the desire of the Mayor and Board of Aldermen to further amend Section 4(A) of the Employment Agreement (“Termination and Severance Pay”) for purposes of changing the date included therein from April 30, 2013, to April 30, 2015, to coincide with the expiration date of the Employment Agreement; and

WHEREAS, it is the desire of the Mayor and Board of Alderman to secure and retain the services of Employee as stated herein and to provide inducement for him to continue such employment; and

WHEREAS, Employee desires to amend the Employment Agreement as stated herein and to accept such terms and conditions of the Employment Agreement as so reflected by this Third Amendment to the Employment Agreement;

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

- I. **Section 2 , Term of Employment, of the Employment Agreement is hereby amended to read as follows:**

The term of the Agreement shall be for a period of two (2) years commencing on May 1, 2013 and expiring on April 30, 2015, subject however to prior termination as provided for in the Agreement.

II. Section 3 (A), Salary Reimbursement and Benefits, of the Employment

Agreement is hereby amended to read as follows:

3(A): Employer will pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services under this Agreement a salary as set forth in the annual budget as approved by the Mayor and City Council.

- (i) Effective May 1, 2013 to April 30, 2014, Employer shall pay to Employee a salary of One Hundred and One Thousand Seven Hundred Twenty and 00/100 Dollars (\$101,720.00), as well as a one-time bonus of \$2,034.40 payable to Employee within seven (7) days of the execution of this Agreement, in accordance with the City's payroll policy.
- (ii) Effective May 1, 2014 to April 30, 2015, Employer shall pay to Employee a salary of One Hundred and One Thousand Seven Hundred Twenty and 00/100 Dollars (\$101,720.00), as well as a one-time bonus of \$2,034.40 payable to Employee on May 2, 2014, in accordance with the City's payroll policy.

III. Section 4(A), Termination and Severance Pay, of the Employment

Agreement is hereby amended to read as follows:

4(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 Mayor to appoint or re-appoint the Employee (but not including any appointment after April 30, 2015);
- (iii) the failure of the Board of Aldermen to consent to the appointment or reappointment of the Employee;
- (iv) the failure of the Employee to perform his duties satisfactorily after written notice thereof; or
- (v) the Employee is convicted of a misdemeanor crime involving theft, dishonesty or moral turpitude or any felony crime.

The text herein shall constitute the entire Third Amendment to the Employment Agreement between the parties and may not be modified, altered or amended except in a writing signed by Employer and Employee and approved by the City Council. Notwithstanding the foregoing, any amendments, modifications or revisions to the City of Troy's Employee Manual shall automatically serve as an amendment to this Third Amendment to the Employment Agreement without further action by Employer or Employee.

This Third Amendment to the Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

This Third Amendment to the Employment Agreement shall become effective upon its execution.

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

Except as specifically amended herein, all other terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and Board of Aldermen of the City of Troy have caused this THIRD AMENDMENT TO EMPLOYMENT 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

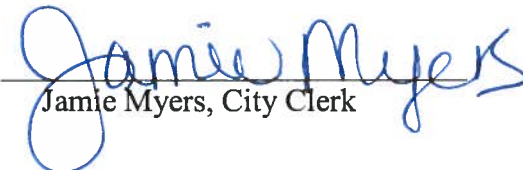
EMPLOYEE

THE CITY OF TROY

JEFF SOLAND

BY: 
Allen Adomite, Mayor


Jeff Soland, Employee

ATTEST: 
Jamie Myers, City Clerk