

RETURN TO:

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

CITY OF TROY

ORDINANCE NO. 2016 - 13

**AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER
INTO AND THE MAYOR TO EXECUTE A FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF TROY AND BRAD PARSONS —**

**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. 2016-13

AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TROY AND BRAD PARSONS

WHEREAS, the City of Troy, Illinois (“Employer”) and Brad Parsons (“Employee”) entered into an Employment Agreement on October 31, 2013, for Employee to serve as Employer’s Chief of Police; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, desire to enter into a First Amendment to Employment Agreement to continue the employment of Employee as Chief of Police for Employer; 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 a First Amendment to Employment Agreement between the Employer and Employee to set forth the terms and conditions of Employee as the City’s Chief of Police.

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 First 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, on behalf of the City of Troy, Illinois, is hereby authorized to execute, and the City Clerk is directed to attest, the First 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 2nd day of May, 2016.

Those voting aye: DeCanli, Dyer, Greenfield, Hendrickson,
Jackson, Partney 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)

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

BETWEEN

BRAD PARSONS AND THE CITY OF TROY

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 2nd day of May, 2016, by and between the City of Troy, Illinois, a municipal corporation (“Employer”) and Brad Parsons (“Employee”):

WHEREAS, Employer employs Employee as Chief of Police in accordance with an Employment Agreement dated October 31, 2013, and as provided for by the Troy Code of Ordinances (“Employment Agreement”); and

WHEREAS, it is now the desire of the Mayor and City Council of the City of Troy, Illinois, to extend the term of employment for Employee; 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 First Amendment to Employment Agreement between the Employer and Employee; and

WHEREAS, it is now the desire of the Mayor and the City Council of the City of Troy, Illinois, to amend Section 2 of the Employment Agreement (“Term of Employment”) in order to provide for an additional one (1) year term of employment for Employee effective May 1, 2016, and expiring on April 30, 2017; and

WHEREAS, it is now the desire of the Mayor and the City Council of the City of Troy, Illinois, to amend Sections 3(A) and 3(B)(“Salary Reimbursement and Benefits”) of the Employment Agreement for the purposes of changing the bonus amount(s) and vacation allotment to Employee contained therein; and

WHEREAS, it is the desire of the Mayor and the City Council of the City of Troy, Illinois, 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 First 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 one (1) year commencing on May 1, 2016 and expiring on April 30, 2017, subject however to prior termination as provided for in the Employment Agreement.

II. Sections 3 (A) and 3(B), Salary Reimbursement and Benefits, of the Employment Agreement are hereby amended to read as follows:

(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 Chief of Police for the City of Troy, Illinois, shall be based upon an annualized rate of \$90,000.00, which shall be paid in approximately equal biweekly payments in accordance with the City's payroll policy. In recognition of Employee serving as

Chief of Police since October 31, 2013, without a pay raise. Employer will also pay Employee, and Employee agrees to accept from Employer, a one-time bonus of \$5,000.00 payable to Employee on May 15, 2016, in accordance with the City's payroll policy.

(B) In recognition of Employee's twenty-five (25) years of previous law enforcement experience and service, as well as Employee's employment as Chief of Police with the City since October 31, 2013, Employer will also provide Employee, and Employee agrees to accept from Employer, paid vacation upon the execution of this Agreement in the amount of four (4) weeks, that must be used or lost by Employee prior to April 30, 2017. This paid vacation will be in addition to, and not in substitution of, the fringe benefits offered to City employees as set forth in the City of Troy Employee Manual.

The text herein shall constitute the entire First 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 First Amendment to the Employment Agreement without further action by Employer or Employee.

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

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

If any provision, or any portion thereof, contained in this First Amendment to the Employment Agreement is held unconstitutional, invalid or unenforceable, the remainder of this First 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 City Council of the City of Troy, Illinois, have caused this FIRST 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

THE CITY OF TROY

BY:



Allen Adomite, Mayor

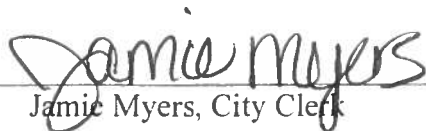
EMPLOYEE

BRAD PARSONS



Brad Parsons, Employee

ATTEST:


Jamie Myers, City Clerk