VILLAGE OF BRADLEY

RESOLUTION NO. R-4-20-2

RESOLUTION APPROVING ACKNOWLEDGMENTS AND RELEASES

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13 DAY OF April, 2020

RESOLUTION NO. R-4-20-2

RESOLUTION APPROVING ACKNOWLEDGEMENTS AND RELEASES

WHEREAS, the Village of Bradley ("Village") has determined that it is in its best interests to enter into the attached Acknowledgments and Releases with Craig Anderson, Phil Trudeau and Robert Mason;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1. The Village President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The attached Acknowledgments and Releases between the Village and Craig Anderson, Phil Trudeau and Robert Mason are hereby approved, and the Village President and Village Clerk are hereby authorized to execute the attached Acknowledgements and Releases on behalf of the Village.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of April, 2020.

TRUSTEES:

ROBERT REDMOND	Aye – X	Nay – ____	Absent – ____
MICHAEL WATSON	Aye – X	Nay – ____	Absent – ____
RYAN LEBRAN	Aye – X	Nay – ____	Absent – ____
BRIAN BILLINGSLEY	Aye – X	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – X	Nay – ____	Absent – ____
BRIAN TIERI	Aye – X	Nay – ____	Absent – ____

ACTING VILLAGE PRESIDENT:

MICHAEL WATSON	Non-Voting - X		
TOTALS:	Aye – 6	Nay – ____	Absent – ____

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK

APPROVED this 13th day of April, 2019.

Michael Watson
MICHAEL WATSON,
ACTING VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-4-202, "**RESOLUTION APPROVING ACKNOWLEDGMENTS AND RELEASES**," which was adopted by the Village President and Board of Trustees at a meeting held on the 13 day of April, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of April, 2020.

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

(SEAL)

ACKNOWLEDGMENT AND RELEASE

This is an acknowledgment and release agreement ("Release") between Craig Anderson ("EMPLOYEE"), individually, and the VILLAGE OF BRADLEY ("VILLAGE") relating to EMPLOYEE's employment benefits pursuant to VILLAGE Ordinance No. O-6-17-2 ("Former Salary Ordinance") including any and all agreements incorporated by reference thereunder. This settlement agreement is effective upon full execution by the parties.

WHEREAS, the VILLAGE has determined that it is necessary to separate the benefits received by non-union, exempt employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder; and

WHEREAS, the separation of benefits received by non-union employees including exempt employees and leadership employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder will be changed in certain aspects upon the enactment of the/a new Salary Ordinance; and

WHEREAS, the VILLAGE duly notified EMPLOYEE in writing of the anticipated changes of benefits prior to the date on which the changes are to take effect via the new Salary Ordinance; and

WHEREAS, EMPLOYEE has claimed that certain retirement/benefit rights under the Former Salary Ordinance are unique to him because of his years of employment with the VILLAGE; and

WHEREAS, the change in benefits pursuant to the enactment of the/a new Salary Ordinance is in no way discriminatory or retaliatory whether express or implied against EMPLOYEE; and

WHEREAS, this agreement does not constitute an admission of liability or wrongdoing on the part of the VILLAGE regarding the reduction in benefits received by EMPLOYEE as a result of the separation of benefits received under the Former Salary Ordinance; and

WHEREAS, the VILLAGE and EMPLOYEE both desire to resolve any differences they may have regarding the change in benefits without any further proceedings or litigation, on the terms and conditions listed below, and in so doing to resolve any and all claims that EMPLOYEE had, has, or may have against the VILLAGE for benefits under the Former Salary Ordinance.

NOW, THEREFORE, in consideration of the foregoing, and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree as follows:

1. Upon execution of this Acknowledgment and Release, EMPLOYEE's yearly salary will be adjusted in accordance with Addendum A, attached hereto.

2. **EMPLOYEE** agrees to release and forever discharge the VILLAGE from and to waive any and all rights, contracts and agreements, torts, claims, damages, attorney's fees, actions, causes of action, judgments and suits, whether known or unknown, suspected or claimed, which EMPLOYEE ever had, now has or claims, and might or could have or claim, against the

VILLAGE, arising out of or in any way related to employee benefits or wage rate in connection with the Former Salary Ordinance, including but not limited to any claim(s) arising under the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.), Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C.§ 1001 et seq.); National Labor Relations Act (NLRA) (29 U.S.C. § 151 et seq.), and the Fair Labor Standards Act (FLSA) (29 U.S.C. § 203 et seq.).

3. **EMPLOYEE** agrees that the salary adjustment reflected in Addendum A to this Agreement set forth in Paragraph 1, *supra*, is good and valuable consideration and something of value to which EMPLOYEE is arguably not otherwise entitled under any policy, practice, prior agreement, or law ("Consideration").

4. **EMPLOYEE** further affirms and agrees that he does not have any other claim(s) that he could maintain and/or file against the VILLAGE that are in any way related to or arising from the change in benefits under the New Salary Ordinance, including any claimed reduction of benefits received or owed pursuant to the Former Salary Ordinance.

5. **EMPLOYEE** enters into this Agreement voluntarily and without duress or any undue pressure or influence from the VILLAGE. EMPLOYEE agrees that he has been offered no inducement or any other consideration to enter into this Agreement except for the Consideration referred to in Paragraph 1, *supra*.

6. **EMPLOYEE** understands and agrees that this Acknowledgment and Release is not an employment contract and is not, nor shall be construed as, a promise of future employment.

AGREED:

Dated: _____ EMPLOYEE

Name:_____

Signed: _____

Dated: _____ Village of Bradley

By:_____

Signed:_____

ADDENDUM A

DC Craig Anderson

Now:	$121,513.60
Increase for FY 19/20 (2.25% COLA):	$133,411.68
Increase for FY 20/21:	$133,411.68 *Not eligible for future COLA

ACKNOWLEDGMENT AND RELEASE

This is an acknowledgment and release agreement ("Release") between Phil Trudeau ("EMPLOYEE"), individually, and the VILLAGE OF BRADLEY ("VILLAGE") relating to EMPLOYEE's employment benefits pursuant to VILLAGE Ordinance No. O-6-17-2 ("Former Salary Ordinance") including any and all agreements incorporated by reference thereunder. This settlement agreement is effective upon full execution by the parties.

WHEREAS, the VILLAGE has determined that it is necessary to separate the benefits received by non-union, exempt employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder; and

WHEREAS, the separation of benefits received by non-union employees including exempt employees and leadership employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder will be changed in certain aspects upon the enactment of the/a new Salary Ordinance; and

WHEREAS, the VILLAGE duly notified EMPLOYEE in writing of the anticipated changes of benefits prior to the date on which the changes are to take effect via the new Salary Ordinance; and

WHEREAS, EMPLOYEE has claimed that certain retirement/benefit rights under the Former Salary Ordinance are unique to him because of his years of employment with the VILLAGE; and

WHEREAS, the change in benefits pursuant to the enactment of the/a new Salary Ordinance is in no way discriminatory or retaliatory whether express or implied against EMPLOYEE; and

WHEREAS, this agreement does not constitute an admission of liability or wrongdoing on the part of the VILLAGE regarding the reduction in benefits received by EMPLOYEE as a result of the separation of benefits received under the Former Salary Ordinance; and

WHEREAS, the VILLAGE and EMPLOYEE both desire to resolve any differences they may have regarding the change in benefits without any further proceedings or litigation, on the terms and conditions listed below, and in so doing to resolve any and all claims that EMPLOYEE had, has, or may have against the VILLAGE for benefits under the Former Salary Ordinance.

NOW, THEREFORE, in consideration of the foregoing, and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree as follows:

1. Upon execution of this Acknowledgment and Release, EMPLOYEE's yearly salary will be adjusted in accordance with Addendum A, attached hereto.

2. **EMPLOYEE** agrees to release and forever discharge the VILLAGE from and to waive any and all rights, contracts and agreements, torts, claims, damages, attorney's fees, actions, causes of action, judgments and suits, whether known or unknown, suspected or claimed, which EMPLOYEE ever had, now has or claims, and might or could have or claim, against the

VILLAGE, arising out of or in any way related to employee benefits or wage rate in connection with the Former Salary Ordinance, including but not limited to any claim(s) arising under the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.), Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C.§ 1001 et seq.); National Labor Relations Act (NLRA) (29 U.S.C. § 151 et seq.), and the Fair Labor Standards Act (FLSA) (29 U.S.C. § 203 et seq.).

3. **EMPLOYEE** agrees that the salary adjustment reflected in Addendum A to this Agreement set forth in Paragraph 1, *supra*, is good and valuable consideration and something of value to which EMPLOYEE is arguably not otherwise entitled under any policy, practice, prior agreement, or law ("Consideration").

4. **EMPLOYEE** further affirms and agrees that he does not have any other claim(s) that he could maintain and/or file against the VILLAGE that are in any way related to or arising from the change in benefits under the New Salary Ordinance, including any claimed reduction of benefits received or owed pursuant to the Former Salary Ordinance.

5. **EMPLOYEE** enters into this Agreement voluntarily and without duress or any undue pressure or influence from the VILLAGE. EMPLOYEE agrees that he has been offered no inducement or any other consideration to enter into this Agreement except for the Consideration referred to in Paragraph 1, *supra*.

6. **EMPLOYEE** understands and agrees that this Acknowledgment and Release is not an employment contract and is not, nor shall be construed as, a promise of future employment.

AGREED:

Dated: _____

EMPLOYEE

Name:_____

Signed: _____

Dated: _____

Village of Bradley

By:_____

Signed:_____

ADDENDUM A

Lt. Phil Trudeau

Now:	$104,686.40
Increase for FY 19/20 (2.25% COLA):	$115,327.12
Increase for FY 20/21:	$117,921.98

ACKNOWLEDGMENT AND RELEASE

This is an acknowledgment and release agreement ("Release") between Robert Mason ("EMPLOYEE"), individually, and the VILLAGE OF BRADLEY ("VILLAGE") relating to EMPLOYEE's employment benefits pursuant to VILLAGE Ordinance No. O-6-17-2 ("Former Salary Ordinance") including any and all agreements incorporated by reference thereunder. This settlement agreement is effective upon full execution by the parties.

WHEREAS, the VILLAGE has determined that it is necessary to separate the benefits received by non-union, exempt employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder; and

WHEREAS, the separation of benefits received by non-union employees including exempt employees and leadership employees under the Former Salary Ordinance and any agreements incorporated by reference thereunder will be changed in certain aspects upon the enactment of the/a new Salary Ordinance; and

WHEREAS, the VILLAGE duly notified EMPLOYEE in writing of the anticipated changes of benefits prior to the date on which the changes are to take effect via the new Salary Ordinance; and

WHEREAS, EMPLOYEE has claimed that certain retirement/benefit rights under the Former Salary Ordinance are unique to him because of his years of employment with the VILLAGE; and

WHEREAS, the change in benefits pursuant to the enactment of the/a new Salary Ordinance is in no way discriminatory or retaliatory whether express or implied against EMPLOYEE; and

WHEREAS, this agreement does not constitute an admission of liability or wrongdoing on the part of the VILLAGE regarding the reduction in benefits received by EMPLOYEE as a result of the separation of benefits received under the Former Salary Ordinance; and

WHEREAS, the VILLAGE and EMPLOYEE both desire to resolve any differences they may have regarding the change in benefits without any further proceedings or litigation, on the terms and conditions listed below, and in so doing to resolve any and all claims that EMPLOYEE had, has, or may have against the VILLAGE for benefits under the Former Salary Ordinance.

NOW, THEREFORE, in consideration of the foregoing, and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree as follows:

1. Upon execution of this Acknowledgment and Release, EMPLOYEE's yearly salary will be adjusted in accordance with Addendum A, attached hereto.

2. **EMPLOYEE** agrees to release and forever discharge the VILLAGE from and to waive any and all rights, contracts and agreements, torts, claims, damages, attorney's fees, actions, causes of action, judgments and suits, whether known or unknown, suspected or claimed, which EMPLOYEE ever had, now has or claims, and might or could have or claim, against the

VILLAGE, arising out of or in any way related to employee benefits or wage rate in connection with the Former Salary Ordinance, including but not limited to any claim(s) arising under the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.), Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C.§ 1001 et seq.); National Labor Relations Act (NLRA) (29 U.S.C. § 151 et seq.), and the Fair Labor Standards Act (FLSA) (29 U.S.C. § 203 et seq.).

3. **EMPLOYEE** agrees that the salary adjustment reflected in Addendum A to this Agreement set forth in Paragraph 1, *supra*, is good and valuable consideration and something of value to which EMPLOYEE is arguably not otherwise entitled under any policy, practice, prior agreement, or law ("Consideration").

4. **EMPLOYEE** further affirms and agrees that he does not have any other claim(s) that he could maintain and/or file against the VILLAGE that are in any way related to or arising from the change in benefits under the New Salary Ordinance, including any claimed reduction of benefits received or owed pursuant to the Former Salary Ordinance.

5. **EMPLOYEE** enters into this Agreement voluntarily and without duress or any undue pressure or influence from the VILLAGE. EMPLOYEE agrees that he has been offered no inducement or any other consideration to enter into this Agreement except for the Consideration referred to in Paragraph 1, *supra*.

6. **EMPLOYEE** understands and agrees that this Acknowledgment and Release is not an employment contract and is not, nor shall be construed as, a promise of future employment.

AGREED:

Dated: _____

EMPLOYEE

Name:_____

Signed: _____

Dated: _____

Village of Bradley

By:_____

Signed:_____

ADDENDUM A

Lt. Robert Mason

Now:	$ 98,571.20
Increase for FY 19/20 (2.25% COLA):	$108,906.16
Increase for FY 20/21:	$111,356.55