

PRESS RELEASE

Brad Sweeney and the City of Decatur have entered into an Employment Separation Agreement following Mr. Sweeney's request. The Separation Agreement confirms the position and judgment of City Manager Tim Gleason and the City of Decatur.

The Agreement changes Mr. Sweeney's status from terminated to retired. City policy provides for payment of a retiring officer's earned sick pay. Mr. Sweeney's earned sick pay at the time of his separation was approximately \$60,000. However, Mr. Sweeney will forfeit \$30,000 of those funds to the City as contribution to the City for the legal costs it has incurred.

Mr. Sweeney would like to thank City Manager Tim Gleason, Mayor Moore Wolfe and the City Council for allowing him to retire. The parties will make no further comments.

EMPLOYMENT SEPARATION AGREEMENT

Bradley L. Sweeney, (Employee) having advised his employer that he would like to resolve/and settle all disputes with the City of Decatur regarding his prior employment as the City of Decatur Chief of Police, and City of Decatur (Employer) agreeing to accept his offer to retire, and both parties mutually agreeing with the desire to enter into a final and complete understanding and agreement governing the employment separation of Employee from the Employer, the parties hereby mutually covenant and agree as follows:

1. Employee's last date of employment obligations with Employer shall be February 4, 2016, Employee's date of retirement. Employer will not seek reimbursement of unemployment benefits paid prior to this Agreement. Employee agrees Employer may tender this agreement as a bar to foreclose Employee from receiving unemployment benefits after the date of this Agreement. In addition to Employer designating Employee retired, internally, Employer shall communicate, upon request, to the appropriate authority at the Illinois Law Enforcement Standards and Training Board and the Decatur Police Benevolent Association (DPBA), that Employee retired effective February 4, 2016, for purposes of enabling Employee to pursue eligibility for the Illinois Retired Officer Concealed Carry firearm program and a retirement badge from the DPBA. However, the communication and cooperation by Employer shall not extend to Employee any benefit or right against Employer otherwise released by this Agreement.

2. Employee previously has been paid for all salary and/or wages to which he is entitled, and any and all accrued vacation and/or personal days. Employee is not entitled to be paid any additional wages and Employer, subject to the terms herein, has no obligation to pay any additional wage or benefits to Employee.

3. Employer will pay to Employee \$30,000.00, as consideration for the full and final release of all claims for unused sick time compensation, all claims, causes of action or the like, known or unknown, to the extent permitted by law, that Employee, his heirs, executors, administrators, and assigns have, had, or may have in the future against the Employer, and/or any of its respective predecessors, successors, affiliates, and/or subsidiaries, employee benefit plans, employee benefit plan administrators and/or fiduciaries, except as to Employee's Pension Benefits accruing as of February 4, 2016, including each of their current or past directors, officers, agents and employees, and/or anyone else connected with any of the foregoing (collectively, "Released Parties"), with respect to all matters of your employment and separation from employment with the Employer, including but not limited to all allegations, claims, and violations related to:

a. severance, any reductions-in-force, notice of termination, the payment of any salary, bonus and/or benefits including but not limited to retiree sick day buyout benefits;

b. any federal employment-related statute (as amended), including but not limited to the Age Discrimination in Employment Act ("ADEA") of 1967, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Civil Rights Act of 1866, the Worker Adjustment and Retraining Notification Act, the Sarbanes-

Oxley Act, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, and the Fair Labor Standards Act, as well as any applicable Executive Order Programs, and any and all state or local counterparts or any other federal, state or local statutes, constitutions or ordinances;

c. any public policy, contract or tort, or any common law, including without limitation for wrongful discharge, intentional or negligent infliction of emotional distress, defamation, retaliatory discharge, intentional interference with contract, promissory estoppel, or detrimental reliance;

d. any alleged violation by the Employer of its personnel policies, procedures, handbooks, or practices, including any claim for breach of contract, express or implied, including any covenant of good faith and fair dealing;

e. any claim for costs, fees or other expenses, including attorneys' fees and expenses; and

f. any all claims set forth in the lawsuit filed by Employee against Employer and/or Tim Gleason, and a covenant not to appeal to the Illinois Supreme Court the Judgment entered in Macon County Case No. 2016-L-18; and affirmed by the Illinois Fourth District Court of Appeals.

This is a GENERAL RELEASE and any reference to specific claims arising out of Employee's employment or its termination is not intended to limit this General Release of claims. Employee acknowledges and understands that he may later discover facts in addition to or different from those you currently know or believe to be true regarding rights or claims covered by this General Release. In signing this Separation Agreement, Employee nonetheless intends to give up all rights and claims covered by the General Release, whether known or unknown, suspected or unsuspected. Except as to Employee's Pension Benefits accruing as of February 4, 2016, the consideration paid herein is the only benefit Employee shall receive from Employer. Employee agrees to forgo and forgive all other benefits normally offered by Employer to employees retiring from the City of Decatur. Notwithstanding the foregoing, this Agreement does not release, affect or impair Employee's Pension Plan rights and benefits accruing as of Employee's date of retirement, February 4, 2016.

4. The General Release and Waiver in Section 3 is intended to be as broad and general as the law permits. Employee understands, however, that the General Release and Waiver does not waive or release any claims that the law does not permit him to release. Also excluded from the General Release and Waiver is any claim challenging the enforceability of this Separation Agreement under the ADEA. Employee further understands that he is not releasing any claim that relates to: (i) his Separation Payment or right to enforce this Separation Agreement; (ii) any rights or claims he may have which arise after the date he executes this Separation Agreement; (iii) vested rights in an Employer retirement plan, which survive unaffected by this release and waiver; or (iv) his rights under the plan for the retiree health savings account.

5. Employee expressly acknowledges the following facts:
- a. Employee is hereby given at least 21 days to consider this Agreement before signing it.
 - b. If the full 21 day period has not elapsed at the time Employee signs this Agreement, then Employee has knowingly and voluntarily chosen to waive the remainder of the 21 day period.
 - c. Employee understands that this Agreement will not become effective or enforceable until seven (7) days after he executes the same. Employee may revoke this Agreement during this seven-day period. To be effective, notice of revocation must be in writing and hand delivered to Employer c/o Edward F. Flynn, 225 N. Water Street, Suite 200, Decatur, Illinois 62523.
 - d. Employee acknowledges that he is represented by Jon Robinson and Josh Rohrscheib and that he has consulted with them prior to signing this Agreement.
 - e. Employee acknowledges that he has read this Agreement in its entirety; that he fully and completely understands the terms of this Agreement and their effect; and that he enters into this Agreement freely, knowingly and voluntarily.

6. The parties agree that this Employment Separation Agreement is a public document subject to disclosure under the Illinois Freedom of Information Act.

7. Employee agrees that he will not make, nor will he direct another to make, any oral or written statements or omissions that are or reasonably could be interpreted to be disparaging, negative or critical concerning any of the Released Parties on any subject matter or event referenced in the Complaint in Cause 2016-L18, in the Circuit Court of the Sixth Judicial Circuit, Macon County, IL. Notwithstanding the foregoing, Employee may respond to any public comment concerning Employee made after the date of this Agreement by a City Council Member, City Manager or City Administrator and reported or published by a Central IL media outlet or newspaper. Employee further agrees not to disclose, publicly or privately, in any manner, any data, information, or content of any communication to which Employee had access or otherwise learned as a result of Employee's employment by the Employer and Employee further agrees that all such matters are and should be kept as confidential. Nothing in this Section prohibits Employee from reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice. Employee does not need the prior authorization of the Employer to make any such reports or disclosures and is not required to notify the Employer that he made such reports or disclosures. Employer agrees to respond to third party inquiries to prospective subsequent employers of Employee with a neutral reference in the form attached as Exhibit "A" to this Agreement. Exhibit "A" states that a copy of Employee's personnel file is available on request and Employee acknowledges that Employee has reviewed and received a true and accurate copy of the file that the Employer will release upon such request. The parties agree

that they will issue a joint press release, a copy of which is attached hereto as Exhibit "B", and that shall be the only public comment by the parties regarding this matter.

8. Employer and Employee waive and mutually release any and all claims against the other, known or unknown, from the beginning of mankind through the date of this Agreement. Further, Employee warrants that he does not have any worker's compensation claims that are unfiled.

9. The Agreement is supported by good and adequate consideration recited above, including, in addition, a mutual release by the Employer of all claims against the Employee accruing as of the date of this Agreement.

10. This Agreement shall be governed by the substantive laws of the State of Illinois and venue for any dispute shall be Macon County, IL.

11. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any respect, then such provision shall be deemed limited and restricted to the maximum extent that the court shall deem the provision to be enforceable, or, in the event that this is not possible, the provision shall be severed and all remaining provisions shall continue in full force and effect.

12. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements and understandings between Employee and Employer, whether oral or in writing.


THIS AGREEMENT is entered into this 24 day of April, 2017.

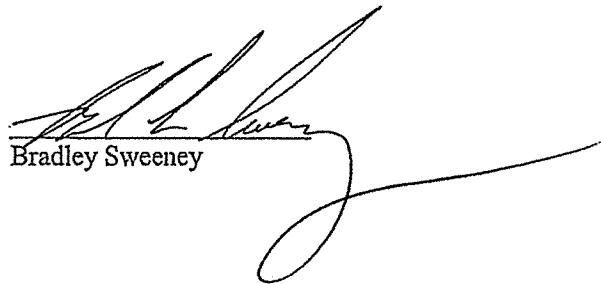
Employer:

Employee:

City of Decatur

By:


Tim Gleason
City Manager

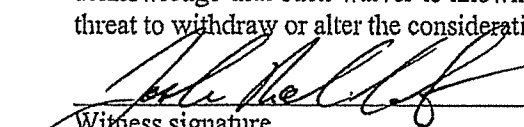

Bradley Sweeney

**AN E-MAIL OR FACSIMILE SIGNATURE
SHALL SUFFICE AS AN ORIGINAL**

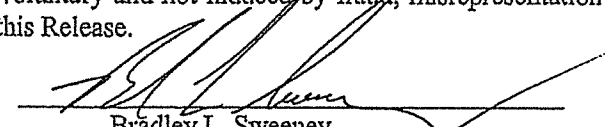
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WAIVER OF REVIEW PERIOD

I, Bradley L. Sweeney, hereby waive the twenty-one (21) day review period and in doing so acknowledge that such waiver is knowing and voluntary and not induced by fraud, misrepresentation or a threat to withdraw or alter the consideration for this Release.



Witness signature



Bradley L. Sweeney

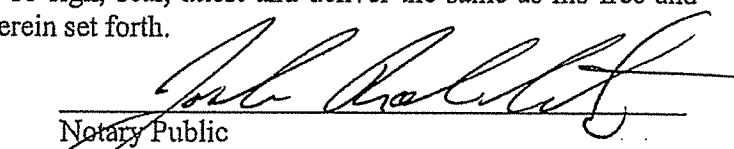
A COPY OF THIS AGREEMENT WILL SUFFICE AS AN ORIGINAL

THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS,
EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH
TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

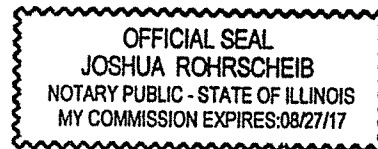
I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Bradley L. Sweeney, personally known to me to be the same person who signed the above and foregoing instrument and personally known to me to be a person duly authorized to sign said instrument as Employee, and that he did so sign, seal, attest and deliver the same as his free and voluntary act for the uses and purposes therein set forth.

[Seal]



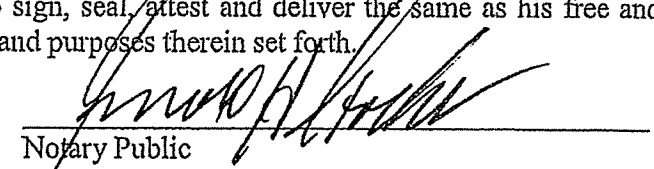
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)



I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Tim Gleason, personally known to me to be the same person who signed the above and foregoing instrument and personally known to me to be a person duly authorized to sign said instrument on behalf of the Employer, and that he did so sign, seal, attest and deliver the same as his free and voluntary act of said Employer for the uses and purposes therein set forth.

[Seal]



Notary Public

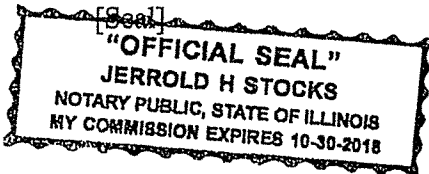


EXHIBIT "A"

To whom it may concern:

Mr. Sweeny was hired by the Decatur Police Department on May 23, 1995. Mr. Sweeney retired from the Decatur Police Department as the Chief of the department on February 4, 2016. A copy of his personnel file is available upon request.

EXHIBIT "B"

PRESS RELEASE

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