

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
MACON COUNTY, ILLINOIS

FILED
APR 11 2016
LOIS A. DURBIN
CIRCUIT CLERK

BRADLEY L. SWEENEY,

Plaintiff,

vs.

CITY OF DECATUR, and TIM
GLEASON, City Manager,

Defendants.

No. 2016-L-18

AFFIDAVIT OF BRADLEY L. SWEENEY

I, Bradley L. Sweeney, being duly sworn, do hereby depose and state under oath as follows:

1. I am the Plaintiff in Macon County Cause No. 2016-L-18, and I make this Affidavit in response to Defendants' Combined Motion to Dismiss and the Affidavits of Tim Gleason and Jim Getz filed herein on February 25 and April 5, 2016.
2. I deny the claims made in paragraph four (4) of Tim Gleason's Affidavit that at any time in February 2016, I was "inappropriate, rude, disrespectful, and insubordinate"; deny that I was trying to undermine Gleason as City Manager; and deny that I was trying to embarrass Gleason. On the contrary, as soon as I stated my personal objection to further tax increases for Decatur citizens, Gleason became angry and ordered me to leave the February 2, 2016 staff meeting.
3. I deny Gleason's claims in paragraph five (5) of his Affidavit that I offered on three separate occasions to resign as Police Chief of Decatur. Because the Decatur City Manager had sole authority to terminate me as Decatur Police Chief, and because City Manager Gleason

was so obviously angry with me for opposing his motor fuel tax during the February 2, 2016 staff meeting, I became convinced that he was planning to fire me. I became especially concerned about this when he avoided my calls and other attempts to contact him during the day of February 3, 2016.

I finally got through to Tim Gleason around 5:00 p.m. on February 3, 2016. During that call, my goal was conciliation and compromise even though I had done nothing other than oppose the city manager's personal use of city resources, state my opposition to Gleason's proposed motor fuel tax, and refuse to make a public statement supporting Gleason's motor fuel tax. To that end, I tried to calm Gleason and attempted to find out if he was planning to fire me. I recall that during the evening phone call with Gleason on February 3, 2016, I asked if he expected me to resign as police chief. In response, Gleason just told me that we should meet at his office the next day, February 4, 2016, at 10:00 a.m.

Prior to the February 4, 2016, meeting with City Manager Gleason, I did type and print a draft retirement letter which was never delivered. At the time I prepared the letter, I feared Gleason's anger might lead him to fire me, and I thought retiring before being fired might be necessary to preserve the pension I've earned over the last twenty-years. After preparing the draft retirement letter, I learned that I did not need to submit a "retirement letter" to receive my pension at retirement age. At that point, I decided not to offer to retire because I did nothing to justify being terminated.

4. I was fired by City Manager Gleason on February 4, 2016 when he gave me the one-sentence termination letter which is attached hereto. I received this letter on February 4, 2016, immediately after I refused to resign as police chief.

5. City Manager Gleason did not ever tell me specifically that I was being fired because I challenged and opposed his personal use of a police department vehicle and driver, or because of my statements opposing his proposed motor fuel tax. However, Gleason's attitude toward me changed after I advised him that his use of a police car and driver for his personal benefit was improper and could never happen again. Because of my lawsuit, I would not expect Gleason to admit that he retaliated against me for opposing him on anything.

6. During my February 4 meeting with Gleason, he did verbally claim: that I had not communicated with him as he desired; that I was allegedly rude to a labor mediator; and that I failed to utilize a previously ineffective HVAC vendor whom he preferred. However, at no time prior to February 4, 2016 when I was fired with the attached letter, did I ever receive a caution, warning or any other notice that questioned or criticized my work as the Decatur Police Chief.

7. As of seven (7) days after my firing, my personnel file contained no evidence of any warnings or negative reviews from Gleason.

8. In retrospect, it now appears that after I opposed City Manager Gleason's personal use of a police vehicle and driver in May 2015, Gleason began to look for a reason to terminate me.

9. I deny the claims of paragraph nine (9) of Gleason's affidavit. I did not volunteer to have Gleason driven to St. Louis. When he told me to provide a police car and uniformed driver to the St. Louis Airport, I told him I believed it would be improper. Gleason immediately overruled me and stated that he was "ordering" me to have a police car and driver waiting at the Decatur Civic Center to transport him to St. Louis on May 7.

10. I deny the following statement contained in the Jim Getz Affidavit filed by Defendants: "Chief of Police Sweeney approved and ordered me to transport City Manager Gleason." I did not ever indicate that I approved of Gleason's use of police department resources for his own personal benefit and I did not order Getz to drive Gleason to St. Louis. I did, however, concede that as Decatur City Manager, Gleason had ultimate control over the police department.

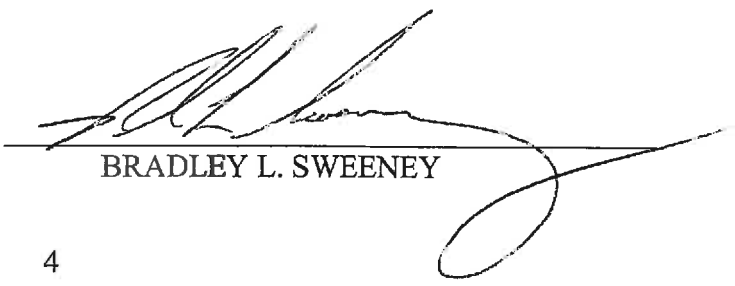
I cannot know what Jim Getz was thinking at the time about the City Manager's use of a police car and driver. I do know that I met with Jim Getz in his office regarding the City Manager's directive to provide a car and driver. During our meeting, I recall Jim Getz agreed that Gleason's use of a police car and driver was not proper. Getz has apparently changed his position now that he reports directly to Gleason, who takes the position that he can fire the Police Chief at any time for any reason.

Based on his statements at the time, Getz understood that we had little choice in the matter given Gleason's direct orders as City Manager.

11. I deny that I was insubordinate, and deny that I was ever untrustworthy or untruthful with regard to any aspect of my work for the City of Decatur. I also deny that I interfered with any State Police investigation, and deny the remaining claims made by Gleason in paragraph 12.(a-g) of his Affidavit.

12. Finally, I deny that I "acknowledged the truthfulness and accuracy" of the reasons Gleason verbally gave for my termination, as he now claims at paragraph 13 of his Affidavit.

FURTHER AFFIANT SAITH NOT.

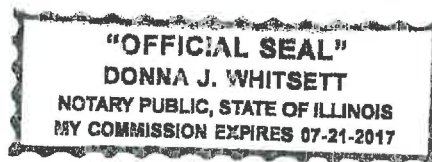


BRADLEY L. SWEENEY

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

SUBSCRIBED AND SWORN to before me this 11th day of April, 2016.

Donna J. Whitsett
NOTARY PUBLIC





CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

February 4th, 2016

Re: Termination of Employment

Mr. Sweeney,

Effective immediately your employment with the City of Decatur is terminated.

Respectfully,



Tim Gleason, City Manager