

THIRD AMENDMENT TO VILLAGE MANAGER EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT is made and entered into as of the 20th day of April, 2017 by and between the **VILLAGE OF GLENCOE**, an Illinois special charter municipal corporation (the "*Village*"), and **PHILIP A. KIRALY** ("*Kiraly*").

WHEREAS, on November 25, 2013, the Village and Kiraly entered into that certain Village Manager Employment Agreement ("*Original Agreement*") whereby the Village engaged Kiraly to serve as the Village Manager of the Village pursuant to the terms and conditions set forth in the Original Agreement; and

WHEREAS, on March 19, 2015, the Village and Kiraly entered into that certain First Amendment to Village Manager's Employment Agreement ("*First Amendment*"); and

WHEREAS, on March 17, 2016, the Village and Kiraly entered into that certain Second Amendment to Village Manager's Employment Agreement ("*Second Amendment*"); and

WHEREAS, the Village and Kiraly desire to further amend the Employment Agreement, as amended, as set forth in this Third Amendment, and

WHEREAS, the Village Board of Trustees authorized this Third Amendment by resolution duly adopted at its regular meeting on April 20, 2017.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Original Agreement, the First Amendment, the Second Amendment and herein, and in accordance with Section 5.C of the Original Agreement, the parties mutually agree as follows:

Section 1. Amendment to Section 3: Compensation Base Salary.

The first sentence of Section 3.A of the Original Agreement, as amended by the First Amendment and the Second Amendment, shall be and is hereby further amended to provide and read as follows:

- A. Base Salary. Effective March 1, 2017, the Village shall pay Kiraly a base salary at least at the rate of One Hundred Seventy Nine Thousand Three Hundred Seventy Five Dollars (\$179,375.00) per year on an annualized basis, payable in installments in accordance with the Village's normal payroll practices.

Section 2. Amendment to Section 4: Relocation & Residency.

Section 4 A of the Original Agreement, as Amended in the Second Amendment shall be and is hereby further amended to provide and read as follows:

Section 4. Relocation & Residency.

- (a) A housing allowance salary adjustment of Thirteen Hundred Thirteen Dollars and Twenty Eight Cents (\$1,313.28) per month effective as of March 1, 2017. This salary adjustment shall be included as part of Kiraly's bi-monthly salary. The amount of the salary adjustment may be reviewed annually by the Village Board to determine if an adjustment is warranted based on potential changes in net value of the adjustment to Kiraly, but in no case will the adjustment be less than Thirteen Hundred Thirteen Dollars and Twenty Eight Cents (\$1,313.28) per month.

In the event Kiraly is Terminated and the Village elects to pay severance in accordance with the Section 2 Term and Termination, B. Severance Provisions of the Original Agreement, Kiraly will receive the salary adjustment for a six (6) month period of time following termination, or until such time within the six (6) month period when Kiraly closes on the sale of his Glencoe property, whichever occurs first.

Section 3. Effect of Amendment

- A. Except as specifically amended in this Third Amendment, all provisions of the Original Agreement and the First and Second Amendments shall remain in full force and effect. The Original Agreement, the First Amendment, Second Amendment and the Third Amendment shall collectively be referred to as the "Agreement."
- B. This instrument represents the full and complete understanding of the Village and Kiraly regarding this Third Amendment to the Village Manager Employment Agreement.
- C. All compensation provisions of this Third Amendment shall be considered retroactive to the start of the Fiscal Year, March 1, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this THIRD AMENDMENT TO THE VILLAGE MANAGER EMPLOYMENT AGREEMENT on the date stated in the

first paragraph of this Third Amendment.

VILLAGE OF GLENCOE

By: _____
Village President

Philip A. Kiraly

Attest: _____
Deputy Village Clerk

Attest: _____