

Ordinance No. 91-16

**AN ORDINANCE APPROVING A CONTRACT BETWEEN  
THE VILLAGE OF CHATHAM, ILLINOIS, AND ROY BARNETT**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

**SECTION 1:** That certain agreement between the Village of Chatham, Illinois and Roy Barnett, attached hereto as Exhibit A, is hereby approved.

**SECTION 2:** The President and Clerk of the Village are authorized and directed to execute and attest said contract on behalf of the Village of Chatham.

**SECTION 3:** This Ordinance is effective immediately.

Carl D. Oblinger  
PRESIDENT

ATTEST:

Cassandra Cole  
Deputy CLERK

AYES: 5

NAYS: 0

PASSED: 4/9/91

APPROVED: 4/9/91

ABSENT: 1

ORDINANCE CERTIFICATE

STATE OF ILLINOIS     )  
                                  )   SS.  
COUNTY OF SANGAMON   )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 91- 16, adopted by the President and Board of Trustees of said Village on the 9<sup>th</sup> day of April, 1991, said Ordinance being entitled:

**AN ORDINANCE APPROVING A CONTRACT BETWEEN  
THE VILLAGE OF CHATHAM, ILLINOIS, AND ROY BARNETT**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 9<sup>th</sup> day of April, 1991.

Barbara Cole  
Deputy Village Clerk

PREPARED BY:

John M. Myers  
PFEIFER & KELTY, P.C.  
1300 South Eighth Street  
P. O. Box 1858  
Springfield, IL 62705-1858  
Telephone: 217/528-5604

AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of February, 1991, by and between the Village of Chatham, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the "Village", and Roy A. Barnett, of Chatham, in the County of Sangamon, State of Illinois, hereinafter referred to as the "Officer".

IT IS AGREED BY THE VILLAGE AND THE OFFICER:

TERM OF EMPLOYMENT

1. The President of the Village, with the advice and consent of the Village Board, hereby appoints the Officer and the Officer hereby accepts appointment as Chief of Police of the Village for a term beginning on the first day of February, 1991, through and including April 30, 1993, subject to the terms and conditions of this Agreement.

DUTIES OF OFFICER

2. The Officer shall be an officer of the Village and shall perform all of the duties necessary to carry out the position of Police Chief, which is the chief administrative office of the Chatham Police Department, and such other duties as prescribed in the statutes of the State of Illinois relating to police chiefs and in ordinances duly enacted by the Board of Trustees of the Village of Chatham. Officer shall maintain a residence within the Village during the term of this Agreement.

3. The Officer shall have all the powers, authority, duties and responsibilities enumerated in the ordinances of the Village of Chatham and the laws of the State of Illinois.

4. The Village agrees that the Officer shall be the Chief Administrative Officer of the Chatham Police Department and shall report only to the President or President's designee. The Village agrees that the Officer as the Chief Administrative Officer of the Chatham Police Department and in keeping the sound administrative and governmental practices, no other employee of the Village shall direct, give orders to, or in any way interfere with the subordinates of the Officer, nor shall any elective official of the Village direct, give orders to, or in any way interfere with the subordinates of the Officer except in the absence of the Officer.

**INSURANCE FOR LIABILITIES  
INCURRED IN THE LINE OF DUTY**

5. The Village shall provide self-insurance pool coverage for the Officer against liabilities incurred by Officer while engaged in the performance of his duties as Chief of Police for the Village, in accordance with the terms and conditions of the Village's Illinois Municipal League Risk Management Association self-insurance program, which are herein incorporated by reference together with any changes which may occur from time to time.

**ENGAGING IN OTHER EMPLOYMENT**

6. The Officer shall devote his entire productive time, ability and attention to the business of the Village. The

Officer shall not, during the term of this Agreement, directly or indirectly, render any services to any other person or entity without the prior written consent of the Village.

#### COMPENSATION

7. As compensation for services rendered under this Agreement the Officer shall be entitled to receive from the Village a salary of \$34,729.96 per year retroactive to February 1, 1991, payable as all other municipal officers are paid. The Officer shall be paid such additional compensation, if any, from the Village for services rendered hereunder as may be determined by the Village.

8. The Officer shall be entitled, on the first day of February, 1992 and 1993, to an increase in salary of five (5%) percent over the prior year's salary or an increase by a percentage amount equal at least to the percentage rise in the Bureau of Labor Statistic's Consumer Price Index for the twelve (12) month period immediately preceding February 1, whichever is greater.

#### VACATION, HOLIDAYS AND SICK LEAVE

9. The Officer shall be entitled to all paid holidays, paid vacation days, paid personal days and paid sick leave and other benefits as provided to other officers and employees in the Village of Chatham employees' handbook or successor personnel policy or code.

### INSURANCE

10. The Village shall provide health and hospital insurance for the Officer and his dependents as provided for all employees of the Police Department of the Village of Chatham.

### UNIFORMS AND EQUIPMENT

11. The Village shall provide for the Officer all of his uniforms, accessories and necessary equipment and shall pay for any replacement, repair, cleaning and maintenance of said uniform, accessories and necessary equipment.

### AUTOMOBILE

12. The Village shall provide a police automobile for the Officer and shall pay for the repair and maintenance of said automobile.

### PROFESSIONAL DEVELOPMENT

13. The Village recognizes that the professional development of the Officer is necessary to create and maintain a professional Police Department for the Village of Chatham. Accordingly, the Village shall pay for the Officer's membership and regular activities in the International Association of Chiefs of Police (IACP), Illinois Association of Chiefs of Police (IACP), and Central Illinois Association of Chiefs of Police (CIAP) and any other similar well recognized organizations. Subject to advance approval by the President and Board of Trustees and in accordance with available appropriations, the Village shall pay for Officer's attendance at courses, seminars, and institutes which relate to the Officer's position. Subject

shall also pay for any travel and subsistences related to any of the aforesaid activities submitted for reimbursement with proper billings and paid receipts.

#### TERMINATION

14. Officer's employment may be terminated at any time during the term of this Agreement, but only on the terms and conditions which follow:

a. Mutual Agreement. Officer's employment hereunder may be terminated at any time by mutual agreement on terms to be negotiated at the time of such termination.

b. Death or Disability. Officer's employment hereunder shall be terminated by his death, or by disability as set forth in paragraph 15.

c. Termination. The President of the Village may terminate Officer's employment as set forth in Section 10-2.1-4 of the Illinois Municipal Code, Ill.Rev.Stat., Ch. 24, by the President's filing with the corporate authorities the reasons for Officer's removal or discharge and confirmation thereof by the Village Board. Within thirty (30) days of the filing by the President, the Board of Fire and Police Commission shall conduct a fact finding hearing in the same manner as Section 10-2.1-17 of the Illinois Municipal code, Ill.Rev.Stat. Ch. 24. The Board of Fire and Police Commission shall render findings of fact and a recommendation as to the Officer's removal to the Village Board.

After the advisory decision is rendered, the Officer shall have

*the privilege of appearing before Village Board and*

addressing the issue of his removal. Cause for the Officer's removal shall be in accordance with the provision of Village Personnel Code which defines "cause for <sup>discharge</sup> ~~removal~~" for Village employees.

#### DISABILITY

15. If by reason of physical or mental disability the Officer is, in the opinion of his physician or a physician selected by the Village, incapable of performing his duties as Chief of Police, the Village may, by formal action of the President and the Board of Trustees, appoint an acting Chief of police to assume and carry out the duties of that position, and at the time of appointment of such acting Chief of Police the payment of the salary hereunder to Officer shall cease for the duration of Officer's continuing physical or mental disability so long as the duties and work are performed by the acting Chief of Police. In the event such disability extends beyond six continuous months, the Village may terminate this Agreement.

#### MERGER OF NEGOTIATIONS

16. It is agreed that this Agreement as a whole constitutes the entire contract of employment between the Village and the Officer. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any provisions hereof.



#### AMENDMENT AND WAIVER

17. Any provisions of this Agreement may be altered or amended by a written document signed by both parties hereto and approved by ordinance setting forth such alteration or amendment without affecting the obligations created by the other provisions of this Agreement. The Village and the Officer agree that the failure to enforce any provision of obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent provision or obligation under this Agreement.

#### GOVERNING LAW

18. This Agreement is to be construed in accordance with the laws of the State of Illinois and enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois.

#### CONSTRUCTION

19. Throughout this Agreement, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders, whenever required by the context.

#### OBLIGATION TO EXECUTE DOCUMENTS

20. Each party to this Agreement shall, from time to time, upon request by the other party, execute any additional documents which reasonably may be required to effectuate the purposes of this Agreement.

21. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed to be eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

**NOTICES AND WRITTEN CONSENTS**

22. All notices or written consents to be given hereunder by either party to the other may be effected either by personal delivery or by registered or certified mail, return receipt requested. When mailed, notices or written consents shall be addressed to the parties at the addresses appearing below unless a party has notified the other party of a change in address. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received.

hands and seal of this instrument this \_\_\_\_\_ day of February,  
1991.

VILLAGE OF CHATHAM, ILLINOIS

By: \_\_\_\_\_  
Village President

\_\_\_\_\_  
ROY A. BARNETT