

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 843

AN ORDINANCE APPROVING A CONTRACT BETWEEN SAMUEL E. GOOL AND THE
CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 7th DAY OF June, 1999

PRESENTED: June 7, 1999

PASSED: June 7, 1999

APPROVED: June 7, 1999

RECORDED: June 7, 1999

PUBLISHED: June 7, 1999

In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: June 7, 1999.

ORDINANCE NO. 843

AN ORDINANCE APPROVING A CONTRACT BETWEEN SAMUEL E. GOOL AND THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City of LeRoy to appoint Samuel E. Gool as a full-time special policeman and police officer for the City of LeRoy; and

WHEREAS, Mr. Gool needs to complete certain additional required police training courses in order to meet all requirements to be certified by the appropriate authorities on behalf of the state of Illinois to be able to fulfill the special policeman and police officer requirements for the City of LeRoy; and

WHEREAS, the City of LeRoy will be compensating Mr. Gool from time to time while he is attending the required police training courses,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract, a copy of which is attached hereto as Exhibit "A" and which is incorporated herein by reference, is hereby approved by the City Council.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by _____
Steve Dean _____, seconded by Ryan Miles _____, by
roll call vote on the 7th day of June _____, 1999, as follows:

Aldermen elected 6 Aldermen present 5

VOTINGAYE:

Steve Dean, Dick Oliver, Dave McClelland, Dawn Thompson, Ryan Miles
(full names)

VOTINGNAY:

None

(full names)

ABSENT:

Ron Litherland

(full names)

ABSTAIN:

(full names)

OTHER:

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 7th day of
June, 1999.

X Sue Marcum

Sue Marcum, City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 7th day of

June, 1999.

X Robert Rice

Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X Sue Marcum

Sue Marcum, City Clerk of the City
of LeRoy, McLean County, Illinois

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on June 7, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 843, entitled:


AN ORDINANCE APPROVING A CONTRACT BETWEEN SAMUEL E. GOOL AND THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 843, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on June 7, 1999, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 7th day of June, 1999.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy , McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT BETWEEN SAMUEL E. GOOL AND THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 7th day of June , 1999, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 7th day of June , 1999.

X Sue Marcum
City Clerk

(SEAL)

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made this 18th day of May, 1999, between SAMUEL E. GOOL of 1210 Gettysburg Drive, Bloomington, Illinois 61704, hereinafter referred to as "GOOL," and the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center, LeRoy, Illinois, 61752, hereinafter referred to as "CITY."

Recitals

- A. CITY currently has a police department, including a police chief and policemen, said police chief and policemen being, respectively, also designated as City Marshal and special policemen. By ordinance, the City Marshal and special policemen, also previously referred to as police chief and policemen, are considered officers of the City of LeRoy, and the status of said individuals is considered that of an "officer" as that term is defined in the laws of the State of Illinois.
- B. GOOL is currently serving CITY as a part-time special policeman and police officer. Further, GOOL desires to render services to CITY as a full-time special policeman and to be so appointed.
- C. GOOL has not obtained Police Training Institute (hereinafter referred to as "PTI") training from the State of Illinois, although GOOL has received other training and experience which qualifies for a waiver insofar as all aspects of the PTI training requirements are concerned other than a law update class and a community policing class, each of which consists of approximately 40 hours of classroom instruction, the two totaling 80 hours of classroom instruction, which cannot be waived and which GOOL will be required to attend and to receive certification of successful completion before he can fulfill his probationary status for the CITY should he be appointed as a full-time special policeman and police officer for the CITY.
- D. GOOL is willing to pay for the expenses of attending either the PTI instruction course or the 80-hour course of instruction in lieu of PTI under a waiver, or both.

Covenants

- 1. The foregoing recitals are made a part of these covenants.
- 2. CITY does hereby offer to appoint GOOL to the office of special policeman (full-time) for CITY, said office and officer appointed to said office being subject to all CITY ordinances and all other laws and regulations, Federal and State of Illinois, pertaining to said office and to the conduct of said officer, effective the date of this Agreement, or passed, adopted, promulgated or otherwise made effective subsequent to the date of this Agreement, during the duration of GOOL's service to CITY as a special policeman. GOOL, by signing this Agreement, accepts said office and agrees to render services to CITY as a special policeman in accordance with the provisions of this Agreement, and in accordance with all applicable laws and regulations, including all applicable ordinances of CITY, both now existing or that may become effective hereafter.

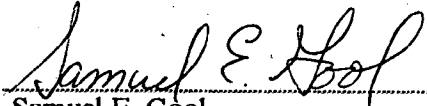
3. GOOL shall be appointed as a full-time special policeman and police officer for CITY commencing the date of the appointment and terminating on the next succeeding April 30, following the date of the appointment, such appointment not being longer than one year. Further, GOOL acknowledges that it is his understanding that the police chief and other members of CITY's Police Department (special policemen/police officers) are appointed for a term not exceeding one year, and are subject to being re-appointed at the beginning of each new fiscal year for CITY, and are further subject to not being re-appointed at the close of each fiscal year of CITY. The right of CITY to appoint an individual officer, or not to appoint an individual officer, for a succeeding one-year term of office is deemed controlling as to any provision that might otherwise be considered to be to the contrary in this Agreement or in the City of LeRoy Police Department Personnel Policy Manual.
4. GOOL shall be paid according to the pay scale established by the City Council from time to time for GOOL's office. Further, GOOL shall receive a uniform allowance and allowance for any other equipment as provided from time to time in accordance with CITY ordinances or other applicable laws, rules and regulations, to the extent that he has not already received, in full, as a part-time special policeman and police officer for CITY, any such uniform allowance or allowance for other equipment. The allowance(s) to be received by GOOL shall be reduced by the amount of any previous uniform or equipment allowance GOOL may have received from CITY.
5. It shall be a condition of continuation of GOOL's status as a special policeman for CITY that GOOL pass any required State of Illinois Police Officer Certification Test, and either be accepted and satisfactorily complete all requirements of PTI, or any comparable facility approved by CITY, or, if a waiver can be obtained and GOOL intends not to attend the PTI, that GOOL shall promptly apply to and attend at the earliest opportunity the courses previously alluded to in this Agreement, being the 40-hour law update class and the 40-hour community policing class, and obtain appropriate certificate of satisfactory completion of each of those courses. Failure to complete either PTI certification courses or the two special courses previously designated in this Agreement by December 1, 1999, will result in immediate termination of GOOL's status as a special policeman and police officer for CITY, and GOOL will be dismissed from further service to CITY.
6. CITY and GOOL agree that GOOL shall pay all tuition, fees, and other expenses, including books and course materials, and all transportation, meal and lodging expenses required in order for GOOL to attend the Police Training Institute training course, or the two special courses as previously referred to in this Agreement. To the extent that grants or other funds are available to CITY to pay for any of said training, CITY shall make appropriate application for such grants or other reimbursement, and, to the extent CITY obtains any of such funds, CITY shall reimburse GOOL up to and including the total expended by him in paying for tuition, fees, and other similar expenses for the course work completed by GOOL, and for books, related course materials, and other similar expenses. Transportation, meal and lodging expenses shall not be reimbursed to GOOL by CITY unless CITY receives an amount (from any grant or other fund paid to CITY for GOOL's training expenses) specifically earmarked as partial or full reimbursement for any such expenses.
7. Subject to being suspended or dismissed for disciplinary reasons, or for other good cause, or subject to not being reappointed at the end of the current fiscal year, GOOL agrees that he shall continue his appointment as a special policeman for the CITY for a term of two years from the first date of his appointment as a full-time police officer/special policeman. GOOL further agrees that should he resign his office with CITY prior to the end of the two years ("resign" not being intended to include involuntary termination of his office), GOOL shall reimburse CITY 1/12 of the compensation CITY pays GOOL while attending either PTI or the two, 40-hour courses of instruction, for each two months, or any part thereof, that GOOL does not complete of the two years CITY and GOOL agree he shall serve as a special policeman for CITY. For example, if GOOL resigns after 20 months from the date his appointment begins, he would owe CITY 2/12 (1/12 for each two months, a total of four months (2/12)) of the compensation received by GOOL during the time he was attending the aforesaid course of instruction. Thus, if GOOL were to be paid \$400.00 per week for the 13 weeks of attendance at the PTI course of instruction (a total of \$5,200.00), he would owe 2/12 of that amount (\$866.67) to CITY promptly upon voluntary

termination of his office as a full-time special policeman with CITY. The parties hereto acknowledge to each other that CITY cannot compel GOOL to continue his office as a full-time special policeman with CITY. However, in the event GOOL should terminate his relationship with CITY as a full-time special policeman other than because he is involuntarily terminated by CITY at any time in the said two years, GOOL shall promptly pay, upon resigning or otherwise voluntarily terminating his office with CITY, the amount agreed as aforesaid. The reimbursement GOOL owes will not include any time he was on duty for CITY (such as weekends or nights) during the time he was attending the course of instruction, unless the time GOOL actually was on duty (during the weeks he was attending PTI or other course work) was compensated to him based on overtime pay scales.

8. GOOL shall be entitled to compensation as provided from time to time by ordinance for his services rendered as a full-time special policeman and CITY police officer, as well as all other benefits provided from time to time to full-time policemen as provided by CITY ordinances and regulations, and CITY police department regulations.
9. Any policy manuals or other written regulations of the police department or any other rules or regulations adopted either in ordinance form or any other form, including salary ordinances, appropriation ordinances, budget ordinances, work rules and compensation ordinances, are meant to show the policies and procedures of CITY in regard to the conduct of its police department and special policemen, and are not intended to constitute part of any offer of employment or to be interpreted expressly or by implication to constitute a contract for employment or to evidence the existence of a contract of employment between CITY and any special policeman. CITY reserves the right to amend, change or cancel any policies, rules or regulations regarding conduct of special policemen, the chief of police/marshal, the CITY police department and the regulation of the police department and any members thereof, including special policemen. The parties hereto agree GOOL's relationship with CITY has a fixed duration of the balance of the current fiscal year, and that any appointment in the future for any period of time shall be specified in the future appointment, and if not specified, shall be understood to be for a period ending at the end of the then current fiscal year (normally April 30 of each calendar year) of CITY.
10. This Agreement contains the entire agreement between the parties, and any representations that may have heretofore been made by one party to the other are void. Neither party has relied on such prior representations in entering into this Agreement.
11. The terms of this Agreement shall not be altered, amended or modified except in writing signed by a duly authorized officer or officers for CITY and by GOOL.
12. The provisions of this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
13. This Agreement shall be binding on the parties to this Agreement, as well as their respective representatives, executors, administrators, assigns and successors in interest.
14. Should either party to this Agreement incur fees, costs, or other expenses, including, but not limited to, reasonable attorneys' fees, as a result of the other party's breach of any provision of this Agreement or failure to perform any obligation under the terms of this Agreement, then the party breaching or so failing to perform shall be liable to the other party for such reasonable attorneys' fees, costs and expenses incurred by such other party in enforcing his or its remedies or the provisions of this Agreement.
15. Except as otherwise provided in this Agreement, any failure of either party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.


16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any other counterpart.
17. In connection with GOOL's appointment as an officer of CITY, being a special policeman/police officer, GOOL further agrees to sign two copies of an appointment letter, a copy of which is attached hereto, marked *Exhibit A*, and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at LeRoy, Illinois, the day and year first above written.



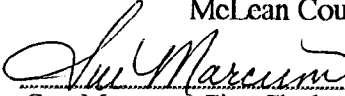
Samuel E. Gool

CITY OF LEROY, McLean County,
Illinois, an Illinois municipal corporation,

By: 

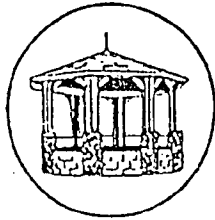
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:



Sue Marcum, City Clerk, City of LeRoy,
McLean County, Illinois (SEAL)

Prepared by: Hunt Henderson, Attorney for the City of LeRoy
112 East Center Street, LeRoy, Illinois 61752
Telph: (309) 962-2791 - Fax: (309) 962-6212



City of LeRoy

_____, 1999

Mr. Samuel E. Gool
1210 Gettysburg Drive
Bloomington, Illinois 61704

Re: Appointment as a special policeman for the City of LeRoy

Dear Mr. Gool:

You are being considered for appointment by action of the Mayor and City Council of the City of LeRoy, McLean County, Illinois, at their regular city council meeting on _____, 1999, to the office of special policeman for the City of LeRoy as a full-time police officer. In addition to and in amendment of the provisions set forth in the City of LeRoy Police Department Personnel Policy Manual, adopted effective November 7, 1994, if you are appointed as a full-time special policeman for the City of LeRoy, the following terms and provisions shall apply:

1) At the time this appointment letter is delivered to you, you shall have been given or shall be given a copy of the City of LeRoy Police Department Personnel Policy Manual. The City of LeRoy Police Department Personnel Policy Manual is not intended to create a contract of employment between you and the city. Rather, it is simply intended to generally describe the police department and its benefits, policies and procedures. Nothing in the policy manual is intended to alter or in any way change the right of both the employer and the employee to terminate the employment relationship at the end of each fiscal year (April 30 of each calendar year) or at any other time as permitted under the manual provisions (voluntary termination, discipline, etc.).

2) The City of LeRoy reserves the right to alter or amend any statement in the personnel policy manual at any time.

3) Any mention of "permanent status," "permanent position," or the like, shall be deemed to refer to the appointment period commencing with the appointment of the individual to the office of special policeman, and shall be deemed to terminate on the next succeeding April 30, following the date of the appointment, such appointment not being longer than one year. The right of the city to appoint the individual officer, or to not appoint the individual officer, for a succeeding one-year term of office shall be deemed controlling as to any provision that might otherwise be considered to be to the contrary in the personnel policy manual.

4) "Involuntary termination," as set forth at Section 4.08 of the personnel policy manual, is deemed to relate to and refer to only those instances where a member of the City of LeRoy police force has his or her appointment involuntarily terminated sooner than the end of the one-year period (or, in your instance, for the first appointment being measured by and ending on April 30, 2000). This policy shall be binding on the city only in connection with a disciplinary proceeding that results in a recommendation for or action by the city to compel an involuntary termination of the individual's office.

5) You agree that you are subject to the probation rules for new members of the police force, as set forth in the police policy manual, to the extent they are applicable to your appointment. Further, you agree that you are appointed as an officer of the city and that in that regard your appointment may be terminated for cause, during the normal one-year appointment, as set forth in the personnel policy manual, after any applicable probationary period; that your

appointment can be terminated during any applicable probationary period or at its conclusion, as provided in the policy manual; that your appointment may also be terminated in accordance with 65 ILCS 5/3.1-35-10; and that you might not be re-appointed should the mayor not choose to re-appoint you, or the city council not choose to consent to said appointment as required by city ordinances and State of Illinois law, at the end of the appointment period at the conclusion of each fiscal year.

6) You have represented to the mayor and city council that you will not be required to take PTI training, due to your previous experience and training, but that you may have to take an 80-hour education and training course (Law Update class and Community Policing class) in order to qualify for full-time police work under Illinois state law. You have also represented that you would like to attend PTI. You agree that you will pay from your own funds all expenses for attending either PTI instruction or the 80-hour course of instruction in lieu of PTI under a waiver, or both. The City of LeRoy will apply for any available program for reimbursement of such expenses and any reimbursement received by the city shall be paid to you up to the total out-of-pocket expense you incurred for tuition, fees, books, training materials, etc. You will be paid a regular full-time officer's pay while attending the course of instruction. You agree to serve the city as a full-time special police officer for the city for two years (24 months) from the date of appointment and to sign a contract to that effect, which contract will also provide that should you resign your office with the city prior to the end of the two years, you will reimburse the city 1/12 of the pay you received while attending either PTI or the 80-hour course of instruction for each two months or any part thereof that you don't serve the city. For example, if you resigned after 20 months from the date of your appointment, you would owe back to the City of LeRoy 2/12 of the pay you received during the time you attended the course of instruction. The reimbursement you owe will not include any time you were on duty for the city (such as weekends or nights) during the time you were attending the course of instruction, unless the time you actually were on duty (during the weeks you are attending PTI or other course work) was compensated to you based on overtime pay scales.

To confirm your acceptance of your appointment as a full-time special policeman (and holder of that office) for the City of LeRoy, subject to any applicable probationary period, if you are so appointed, please sign the enclosed copy of this letter where indicated in the presence of the police chief or any other designated city official, and return the same to the City of LeRoy. Your acceptance of the appointment and signing of the enclosed copy of this letter shall also indicate your acknowledgment that you have read the LeRoy Police Department Personnel Policy Manual, understand the provisions as set forth in this letter, and agree to be bound by the terms of the personnel policy manual as amended by the provisions of this letter.

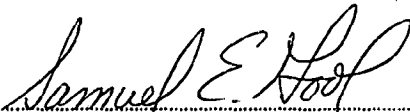
Sincerely yours,



Robert Rice, Mayor
City of LeRoy, McLean County, Illinois

I agree to accept appointment to the office of special policeman (full-time) of the City of LeRoy, if offered to me.

Dated: 10-20-99

Signed: 
Samuel E. Gool