

Resolution No. 37-13

**RESOLUTION APPROVING THE TERMS OF EMPLOYMENT OF THE
VILLAGE OF EAST DUNDEE'S CHIEF OF POLICE
PURSUANT TO AN EMPLOYMENT AGREEMENT**

WHEREAS, the Village of East Dundee is a home rule municipality duly organized and existing pursuant to the Constitution of 1970 and the laws of the State of Illinois; and,

WHEREAS, pursuant to Section 32.04 of the East Dundee Code of Ordinances, the Chief of Police shall be appointed, on the recommendation of the Village Administrator, by the Village President with the consent of the Board of Trustees; and,

WHEREAS, the President and Board of Trustees have reviewed the terms of employment of Terry A. Mee as Chief of Police of the Village of East Dundee as set forth in the Employment Agreement attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, that the terms of employment for Terry A. Mee as Chief of Police as set forth in the Employment Agreement, attached hereto and made a part hereof as Exhibit A, is hereby approved and the Village President and Village Clerk are hereby authorized to execute said Employment Agreement.

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

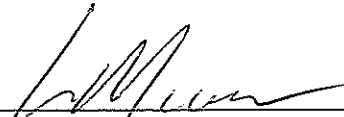
PASSED this 16 day of Sep, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Wood and Selep

NAYS: \emptyset

ABSENT: Trustee Ruffulo

APPROVED this 16 day of Sep, 2013



Village President

Attest: 

Village Clerk

**EMPLOYMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF EAST DUNDEE
AND TERRY A. MEE**

THIS AGREEMENT, made and entered into this 1st day of, May 2013, by and between the Village of East Dundee, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities of the Village"), and Terry A Mee (hereinafter called "EMPLOYEE"), both parties agreeing, as follows:

WHEREAS, the EMPLOYER desires to employ the services of the EMPLOYEE as the Chief of Police of the Village of East Dundee in accordance with the provisions of the Code of the Village of East Dundee (the "Village Code") and this Employment Agreement and

WHEREAS, the EMPLOYEE desires to be employed as the Chief of Police of the Village of East Dundee in accordance with the provisions of the Village Code and this Employment Agreement and

WHEREAS, the EMPLOYER, as a home rule Illinois municipal corporation, has the authority to enter into this Employment Agreement pursuant to the Illinois Municipal Code.

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the parties agree, as follows:

SECTION 1: INCORPORATION OF RECITALS: Each of the Whereas paragraphs are incorporated by reference into this Section as material terms of this Agreement.

SECTION 2: EMPLOYMENT AND DUTIES. The EMPLOYER and EMPLOYEE agree to the employment of the EMPLOYEE in the position of Chief of Police of the Village of East Dundee under the terms, conditions and provisions set forth in the Village Code, as amended, and such terms, conditions and provisions as applied to Department Heads as amended from time to time by the Corporate Authorities of the Village, subject to the provisions contained in this Agreement. The EMPLOYEE agrees that the term "employee benefits" does not include the right to receive progressive discipline prior to his discharge and he waives any and, all claims to a contract right of employment having been created by the current or any past versions of the EMPLOYER'S Personnel Manual of the Village of East Dundee.

SECTION 3: APPOINTMENT. That pursuant to Section 32.04 of the East Dundee Code of Ordinances, the Chief of Police shall be appointed, on the recommendation of the Village Administrator, by the President of the Village, acting with the advice and consent of the Board of Trustees.

SECTION 4: TERM. The EMPLOYEE acknowledges that he will serve at the pleasure of the Village President with the consent of the Village Board. Further, the EMPLOYER and EMPLOYEE acknowledge that the employment relationship will be one of employment-at-will, and notwithstanding anything to the contrary set forth in this Agreement, in the Village Code, as amended, or in the Personnel Manual, as amended, the EMPLOYER

may terminate the employment of the EMPLOYEE at any time and for any reason, with or without Cause (as such term is defined below), subject to the EMPLOYER'S obligations as set forth in this Agreement and in accordance with the Section 32.04(B) of the Village Code and 65 ILCS 5/10-2.1-4 of the Illinois Municipal Code. The EMPLOYER understands and agrees that, unless terminated, this Agreement shall continue in full force and effect until April 30, 2017, so that there is stability and continuity in the EMPLOYER'S municipal operations and delivery of municipal services to the residents and public.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the EMPLOYER to terminate the employment of the EMPLOYEE at any time, subject only to the provisions set forth herein.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to terminate his employment with the EMPLOYER by resigning at any time from his position as Chief of Police, subject only to the provisions set forth herein.

"Cause" Defined. "Cause" means: (i) willful malfeasance or willful misconduct by EMPLOYEE in connection with his employment; (ii) EMPLOYEE'S gross negligence in performing any of his duties under this Agreement; (iii) EMPLOYEE'S being found guilty of any felony, or EMPLOYEE'S being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or EMPLOYEE'S being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) EMPLOYEE'S willful breach of any written policy applicable to all employees adopted by EMPLOYER; or (v) material breach by EMPLOYEE of any of the terms of this Agreement.

SECTION 5: TERMINATION AND SEVERANCE PAY. In the event the EMPLOYEE is terminated by the EMPLOYER without Cause, then the EMPLOYER agrees to pay the EMPLOYEE a lump sum severance payment equal to three (3) months base salary plus any accrued employee benefits the EMPLOYEE is entitled to under the Personnel Manual, provided that the EMPLOYEE signs and does not revoke the Resignation and Severance Agreement and Release Of All Claims. In consideration for, and as a condition precedent to the payment of the severance benefits payable under this Section, EMPLOYEE shall be required to execute a Resignation and Severance Agreement and Release of All Claims, as prepared by the Village Attorney.

In addition, the EMPLOYER will provide to the EMPLOYEE, during a ninety (90) day period from the date of termination, health and life insurance benefits under the same terms as provided under the Personnel Manual, at no cost to the EMPLOYEE, except for taxes where required and applicable; provided that the EMPLOYEE signs and does not revoke the Resignation and Severance Agreement and Release Of All Claims form referred to above.

The lump sum severance payment shall be paid to EMPLOYEE one (1) business day after the expiration of the seven (7) calendar days revocation period for revoking a severance and release of claims agreement as provided under the Age Discrimination in Employment Act, as amended. In the event the EMPLOYEE revokes his approval of the Resignation and

Severance Agreement and Release Of All Claims, the EMPLOYEE shall not be entitled to receive and the EMPLOYER shall not be obligated to pay the lump sum severance payment or any other severance benefits set forth in this Section.

In the event the EMPLOYEE is terminated with or without Cause, the EMPLOYEE shall retain and receive any employee benefits accrued since the time of his employment including, but not limited to, accumulated sick leave, vacation leave, and personal days; and insurance and retirement benefits.

SECTION 6: SALARY. The EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement an annual base salary of one hundred eight thousand, one hundred forty-two dollars (\$108,142.00), effective as of May 1, 2013 through April 30, 2014, unless the Employment Agreement is terminated pursuant to the provisions of this Agreement. The annual base salary shall be payable in installments at the same time as other Department Heads of the EMPLOYER are paid and shall be adjusted, including for the time period May 1, 2014 through April 30, 2017, from time to time as the parties may agree to in writing with an annual salary increase at least equal to the percentage raise of the Local #453 MAP contract with the EMPLOYER. The EMPLOYER shall periodically review the EMPLOYEE'S performance as Chief of Police in accordance with this Agreement.

SECTION 7: AUTOMOBILE USAGE. During the term of this Agreement, the EMPLOYER will provide a late model automobile to the EMPLOYEE in accordance with the EMPLOYER'S vehicle replacement program to be used for business and personal use at no cost to the EMPLOYEE (e.g., the EMPLOYEE shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile). The EMPLOYEE shall have exclusive and unrestricted use of that vehicle at all times during his employment with the EMPLOYER. The provision of the vehicle shall be made under an accountable plan as defined in Internal Revenue Code Section 62 and its applicable regulations as promulgated from time to time.

SECTION 8: EVALUATION. The EMPLOYER and EMPLOYEE agree that periodically they shall mutually discuss and evaluate their working relationship, rapport and understanding. By April 1 of each successive year that this Agreement is in effect, the EMPLOYEE'S performance shall be appraised by the Corporate Authorities of the Village and a written evaluation of that performance shall be given to the EMPLOYEE. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the EMPLOYEE.

SECTION 9: RETURN OF EMPLOYER'S PROPERTY. Upon EMPLOYEE'S termination, EMPLOYEE shall immediately deliver to the EMPLOYER all correspondence, letters, e-mails, computer disks or stored information, manuals, contracts, reports, mailing lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones, beepers, other business-related equipment, Village-owned automobile, checks, petty cash, and all other material and records of any kind belonging to or relating to EMPLOYER that are in the possession or control of EMPLOYEE.

SECTION 10: EXCLUSIVITY AND DUTY OF LOYALTY. During the term of this Agreement, the EMPLOYEE shall not be self-employed in any kind of profit or non-profit business venture, and shall not be employed by or work for compensation for any other

person, corporation, partnership or employer of any kind without prior approval by the Village Administrator. This Section shall not be interpreted to preclude the EMPLOYEE from speaking and writing on a limited basis during the EMPLOYEE'S personal time off.

SECTION 11: TAXES. All salary, benefits, reimbursements and any other payments to EMPLOYEE under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions as required by any law, rule or regulation of Federal, Illinois or local authority. The EMPLOYEE agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois or local taxes.

SECTION 12: ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties concerning the EMPLOYEE'S employment with the EMPLOYER and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between EMPLOYEE and EMPLOYER relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the EMPLOYEE and the EMPLOYER.

SECTION 13: SEVERABILITY. If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

SECTION 14: NOTICES. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to EMPLOYEE:

Terry A. Mee
835 North Summit Street
Wheaton, IL 60187

If to EMPLOYER:

Village President
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

with a copy to:

Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall

be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by an overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by facsimile.

SECTION 15: HEADINGS. All descriptive headings of Sections in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section.

SECTION 16: VENUE AND APPLICABLE LAW. The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois. The EMPLOYEE and EMPLOYER agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

SECTION 17: ADMISSIBILITY. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

SECTION 18: ATTORNEY REVIEW. EMPLOYEE acknowledge that he fully understands all of the terms, conditions, provisions and obligations of this Agreement, that he was not coerced into signing it, that he could be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations.

SECTION 19: DISCLOSURE. Subject to any applicable exceptions of the Freedom of Information Act, as amended, the EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to an FOIA request.

SECTION 20: EFFECTIVE DATE. This Agreement shall be effective when the last signatory signs the Agreement. If any of the signatories to this Agreement fail to execute this Agreement, it shall be null and void in its entirety.

SECTION 21: HEALTH BENEFITS. The Village of East Dundee shall pay on behalf of the EMPLOYEE and to the extent payable for families of other employees, the family premium for health and dental insurance from available options through its insurance carrier. The EMPLOYEE shall be responsible to pay any and all deductibles, co-payments, or other charges above the health insurance premium; to be effective beginning May 1, 2013.

SECTION 22: PROFESSIONAL DEVELOPMENT. The Village of East Dundee agrees to pay professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for participation in national, state and local associations, or professional organizations, governmental groups and committees thereof for the good of the Village of East Dundee in accordance with the approved budget. For example, the Illinois Association of Chiefs of Police, International Association of Chiefs of Police, and Kane County Chiefs of Police Association, or as approved in advance by the Village Administrator.

SECTION 23: REIMBURSEMENT OF EXPENSES. The Village of East Dundee will reimburse the EMPLOYEE for all sums necessarily incurred and paid by him in the performance of his duties. EMPLOYEE shall submit a claim form and receipts to the Village in the form and manner required by the Village policies.

SECTION 24: INDEMNITY. The Village of East Dundee shall defend, indemnify and hold harmless EMPLOYEE from all claims and actions arising out of EMPLOYEE's employment, which pertain to actions of the Chief of Police within the course and scope of his employment by the Village. All provisions of this Section shall survive the termination of this agreement, and remain in effect after the termination of EMPLOYEE's employment at the Village.

SECTION 25: VACATION PAY. The EMPLOYEE shall receive four (4) weeks of paid vacation leave, annually, and such time may be taken in any increment with the approval of the Village Administrator, subject to the Village of East Dundee's Personnel Manual.

SECTION 26: HOLIDAYS AND PERSONAL DAYS. Pursuant to the current Personnel Manual.

SECTION 27: PAID SICK LEAVE. Pursuant to the current Personnel Manual.

SECTION 28: FBI NATIONAL ACADEMY. Should EMPLOYEE be invited to attend the FBI National Academy in Quantico, Virginia at some future date, the EMPLOYER shall allow the EMPLOYEE paid administrative leave for such purpose, provided that such leave can be reasonably scheduled and accommodated, based on the operational needs of the Village and Police Department. Upon the approval of the Village Administrator and subject to budgetary limitations, the EMPLOYER will reimburse EMPLOYEE for expenses related to the training, including travel, lodging and meal fees.

SECTION 29: CONTINUING EDUCATION. The EMPLOYER will reimburse the EMPLOYEE for tuition, book and other fees associated with EMPLOYEE's continuing formal education up to and including one (1) three-hour graduate level course per semester, limited to the average fees/tuition for a graduate level course at a State university.

SECTION 30: UNIFORM AND UNIFORM CLEANING ALLOWANCES. The EMPLOYER shall pay all costs associated with the purchase and cleaning of uniforms, other employment-related apparel, and equipment (including such items as firearm, leather gear, and ballistic vest).

SECTION 31: LIFE INSURANCE. The EMPLOYER shall provide the EMPLOYEE with a paid term life insurance policy in an amount one and one-half times the annual salary of the EMPLOYEE.


SECTION 32: ANNUAL PHYSICAL. The EMPLOYER shall cover the costs of the EMPLOYEE's annual physical examination and physician-directed lab tests, the physician to be chosen by the EMPLOYER.

SECTION 33: RETIREMENT FUND (IMRF, ICMA, OR OTHER). The EMPLOYER shall provide the EMPLOYEE with a retirement fund with contribution percentages that are at least equal to that provided to other Department heads.

SECTION 34: CELL PHONE ALLOWANCE. EMPLOYER shall provide the EMPLOYEE a cell phone allowance in the amount of forty dollars (\$40.00) per month to cover a portion of the EMPLOYEE's cell phone expenses related to the EMPLOYEE's employment related use of his personal cell phone.


IN WITNESS WHEREOF, the Village of East Dundee, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Employment Agreement to be executed by the Village President and attested to by the Village Clerk and the EMPLOYEE has voluntarily executed the Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

EMPLOYEE:



Terry A. Mee
Date: 09/17/13

EMPLOYER:



Village President
Date: _____

ATTEST:



Village Clerk