

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 467

**ORDINANCE APPROVING PAYMENT
OF COMPENSATION TO POLICE OFFICER**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 19th DAY OF
October, 1992.

PRESENTED: October 19, 1992

PASSED: October 19, 1992

APPROVED: October 19, 1992

RECORDED: October 19, 1992

PUBLISHED: October 19, 1992

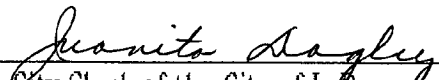
In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 1

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: October 19, 1992

ORDINANCE NO. 467

ORDINANCE APPROVING PAYMENT OF
COMPENSATION TO POLICE OFFICER

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to obtain services of an additional police officer in order to assist the City of LeRoy Police Department in carrying out its various duties, and

WHEREAS, in so doing it will be necessary to expend funds of the City from time to time in payment to said police officer for services rendered,

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

Section 1. The contract attached hereto, identified as Exhibit "A," and incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said contract, in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for 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 William Swindle, seconded by David Spratt, by roll call vote, on the 19th day of October, 1992, as follows:

Aldermen elected 6

Aldermen present 6

VOTING AYE:

William Swindle, Gary Builta, Robert D. Johnson, David Spratt,
(names) Jerry Davis

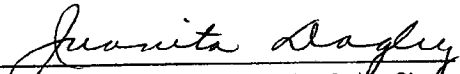
VOTING NAY:

Randy Zimmerman
(names)

ABSENT, ABSTAIN, OTHER:


None
(names)

and deposited and filed in the office of the city clerk in said municipality on the
19th day of October, 1992.



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

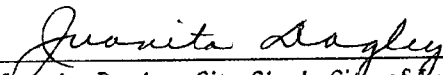
APPROVED by the Mayor of the City of LeRoy, Illinois,
this 19th day of October, 1992.



Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(SEAL)



Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois.

CONTRACT

THIS AGREEMENT is made this 12th day of October, 1992, between Joel Sanders, of _____, LeRoy, Illinois 61752, hereinafter referred to as "SANDERS," and the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois 61752, hereinafter referred to as "CITY."

Recitals

A. CITY currently has a police department, including a police chief and special policemen, said police chief and special policemen being, respectfully, 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. SANDERS desires to render services to CITY as a special policeman and to be so appointed.

C. SANDERS has not obtained his police training institute training and CITY is willing to pay for that education and training in return for SANDERS agreeing to render services to the CITY in his appointment as special policeman for a designated minimum time period as set forth hereinafter.

Covenants

1. The foregoing recitals are made a part of these covenants.
2. CITY does hereby offer to SANDERS to appoint SANDERS to the office of special policeman for the City of LeRoy, 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. SANDERS, by signing this agreement, accepts said office and agrees to render services to the City of LeRoy as a special policeman in accordance with the provisions of this contract.

Exhibit A

3. SANDERS has worked as a part-time special policeman for several months or more previous to the date of this agreement and has incurred overtime hours resulting in an amount of overtime pay which the parties hereto agree is \$1,565.28 (gross) which CITY agrees it will pay to SANDERS promptly, minus all necessary payroll tax deductions, upon the signing of this agreement.

4. SANDERS has already been issued a uniform allowance, and will continue to be allowed to draw equipment and uniform items in accordance with the CITY's policy regarding issuance of said items to the Police Chief and special policemen.

5. The parties hereto agree that SANDERS shall serve as a special policeman during a probationary period beginning the date of this agreement and continuing through and including April 12, 1993. During said probationary period SANDERS shall be subject to dismissal as a special policeman, in accordance with the CITY personnel policies, and SANDERS acknowledges that he will be subject to all police department rules and regulations the same as he was during his previous status as a part-time special policeman for CITY.

6. CITY agrees that it shall pay for SANDERS' police training institute training and education. The parties agree that the expense to the CITY for such training will be approximately \$2,400.00. Once SANDERS has completed the police training institute training he will continue to serve as a full-time special policeman for CITY. CITY expressly acknowledges that SANDERS has the right, in accordance with the laws of the State of Illinois, to terminate his relationship with CITY and to terminate rendering services as a special policeman to CITY, at any time that he may wish to do so, but that should he violate any of the terms of this contract or any other contract that he may have with CITY for rendering services as a special policeman, that his election to terminate his relationship with CITY in a manner other than in accordance with any agreement then existing could be deemed a breach of such agreement with CITY. In the event that SANDERS should terminate his relationship with CITY as a full-time special policeman other than because he is terminated by CITY at anytime in the

future, or other than termination by CITY for a good cause, SANDERS agrees that he shall promptly pay to CITY an amount equal to \$100.00 per month for each month or part of a month remaining measured from the date of this agreement to a period two years later (October 11, 1994) which sum will represent the remaining value assigned by the parties hereto to SANDERS' police training institute training and education paid by CITY. Once the two year period has expired, SANDERS would owe nothing further to CITY in the way of monetary compensation to repay the value of his police training, in accordance with this contract, as the parties agree that at the expiration of the two year period CITY will have received fair value for its initial investment in SANDERS' training by the provision of services by SANDERS to CITY as a special policeman.

7. SANDERS shall be entitled to compensation as provided from time to time by ordinance for the 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.

8. This contract contains the entire agreement between the parties, and any representations that may have heretofore been made one party to the other are void. Neither party has relied on such prior representations in entering into this agreement.

9. 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 SANDERS.

10. The provisions of this contract shall be interpreted and construed in accordance with the laws of the State of Illinois and the revisions thereof governing the conduct of personal services being rendered by parties hereto, and governing officers of municipalities in the City of LeRoy.

11. This agreement shall be binding on the parties to this agreement, as well as their respective representatives, executors, administrators, assigns and successors in interest.

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

Joel Sanders

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

By: _____
Jerry C. Davis, Mayor of the
City of LeRoy

ATTEST:

(SEAL)

Juanita Dagley, City Clerk of the
City of LeRoy, McLean

CERTIFICATE

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

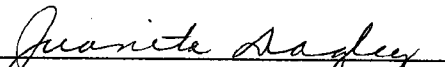
I further certify that on October 19, 1992, the corporate authorities of such municipality passed and approved Ordinance No. 467, entitled:

**ORDINANCE APPROVING PAYMENT
OF COMPENSATION TO POLICE OFFICER,**

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

The pamphlet form of Ordinance No. 467, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 467 was posted at the municipal building, commencing on October 19, 1992, and continuing for at least ten days thereafter. Copies of such Ordinance No. 467 were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 29th day of October, 1992.



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, Juanita Dagley, 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:

**ORDINANCE APPROVING PAYMENT
OF COMPENSATION TO POLICE OFFICER.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 19th day of October, 1992, and a faithful record of said Ordinance has been made in the record books.

Dated this 27th day of October, 1992.

Juanita Dagley, City Clerk of the City of
LeRoy, Illinois

(SEAL)