

**CITY OF LeROY  
COUNTY OF McLEAN  
STATE OF ILLINOIS**

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**ORDINANCE NO. 508**

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

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 16th DAY OF August,  
**1993.**

PRESENTED: August 16, 1993

PASSED: August 16, 1993

APPROVED: August 16, 1993

RECORDED: August 16, 1993

PUBLISHED: August 16, 1993

**In Pamphlet Form**

Voting "Aye" 5

Voting "Nay" 0

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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)**

*Juanita Bagley*  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: August 16, 1993.

**ORDINANCE NO. 508**

**AN 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 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 \_\_\_\_\_  
David Spratt \_\_\_\_\_, seconded by \_\_\_\_\_ Ronnie Litherland \_\_\_\_\_, by roll call vote  
on the 16th day of August, **1993**, as follows:

Aldermen elected 5 Aldermen present 5

VOTING AYE:

David Spratt, Ronnie Litherland, Robert D. Johnson, Lois Parkin, Randy Zimmerman

(full names)

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

None

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 16th day of August, 1993.

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

**APPROVED BY** the Mayor of the City of LeRoy, Illinois, this 23rd day of August, 1993.

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

ATTEST: (SEAL)

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

**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 August 16, **1993**, the Corporate Authorities of such municipality passed and approved Ordinance No. 508, entitled:

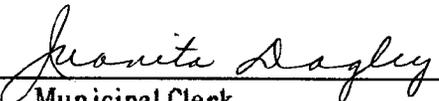
**AN ORDINANCE APPROVING PAYMENT OF COMPENSATION  
TO POLICE OFFICER.**

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

The pamphlet form of Ordinance No. 508, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on August 16, **1993**, 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 16th day of August, **1993**.

**(SEAL)**

  
\_\_\_\_\_  
Municipal Clerk

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:

**AN 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 \_\_\_\_ day of \_\_\_\_\_, **1993**, and a faithful record of said ordinance has been made in the record books.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **1993**.

X \_\_\_\_\_  
City Clerk

(SEAL)

## **CONTRACT**

THIS AGREEMENT is made this 10<sup>th</sup> day of **August, 1993**, between **Larry Yount** of 107 South Mill Street, LeRoy, Illinois 61752 hereinafter referred to as "APPLICANT," 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 policemen, said police chief and policemen being, respectively, also designated as City Marshal and special policemen. By ordinance, the City Marshal and special policeman, 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. APPLICANT desires to render services to CITY as a special policeman and to be so appointed.

C. APPLICANT has not obtained his police training institute training and CITY is willing to pay for that education and training in return for APPLICANT 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 APPLICANT to appoint APPLICANT 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, or passed, adopted, promulgated or otherwise made effective subsequent to the date of this agreement, during the duration of APPLICANT's service to CITY as a special policeman. APPLICANT, 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, and in accordance with all applicable laws and regulations, including all applicable ordinances of the City of LeRoy, both now existing or that may become effective hereafter.

3. APPLICANT shall be paid according to the pay scale established by the City Council from time to time for APPLICANT's office. Further, APPLICANT 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.

4. It shall be a condition of continuation of APPLICANT's status as a special policeman for CITY that APPLICANT be accepted and satisfactorily complete all requirements at the Police Training Institute, or comparable facility approved by CITY, and pass the State of Illinois Certification Test.

Failure to do so by January 2, 1994, will result in immediate termination of APPLICANT's status as a special policeman and applicant will be dismissed from further service to CITY.

5. CITY agrees that it shall pay for APPLICANT's police training institute training and education. The parties hereto agree that the expense to CITY for such training will be approximately \$2,800.00. Any funds APPLICANT receives from "GI Bill" benefits or other similar sources to help APPLICANT defray tuition and other expenses of the PTI education shall be turned over to CITY promptly upon APPLICANT's receipt of same. Such funds shall be paid to CITY in reimbursement for the cost of APPLICANT's training. Once APPLICANT has completed the police training institute training he will continue to serve as a full-time special policeman for CITY. CITY expressly acknowledges that APPLICANT 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, his election to terminate his relationship with CITY in a manner other than in accordance with any agreement then existing, or any personnel policies then in place, could be deemed a breach of such agreement with CITY, or a breach of such policies. In the event APPLICANT should terminate his relationship with CITY as a full-time special policeman other than because he is terminated by CITY at any time in the future, or other than termination by CITY for good cause, APPLICANT 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 twelve months later (August 10, 1994) which sum will represent the remaining value assigned by the parties hereto to APPLICANT's police training institute training and education paid by CITY. Once the twelve months period has expired, APPLICANT shall owe nothing further to CITY in the way of monetary compensation to repay the value of his police training, in accordance with this contract, other than any reimbursements he may subsequently receive as described previously in this paragraph as the parties agree that at the expiration of the twelve months period CITY will have received fair value for its initial investment in APPLICANT's training by the provision of services by APPLICANT to CITY as a special policeman.

6. APPLICANT 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.

7. 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, 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, nor is this agreement 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, the City Police Department and the regulation of the Police Department and any members thereof, including special policemen. The parties hereto agree APPLICANT's relationship to CITY is without a fixed duration and is terminable at will by either party for any or no cause. However, in the event applicant shall terminate APPLICANT's relationship, as otherwise expressed in this agreement, with CITY prior to the expiration of twelve months from the date of this agreement, then APPLICANT will be obligated to reimburse CITY as otherwise provided herein for the unused portion of the expenditure by CITY for APPLICANT's training.

8. This contract 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.

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 APPLICANT.

10. The provisions of this contract shall be interpreted and construed in accordance with the laws of the State of Illinois.

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.

City of LeRoy, McLean County,  
Illinois, an Illinois municipal  
corporation,

X *Larry Yount*  
**Larry Yount**  
APPLICANT

By: X *Jerry C. Davis*  
Jerry C. Davis, Mayor of the City of  
LeRoy, McLean County, Illinois

(SEAL)

ATTEST:

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