

ORDINANCE NO. 2021-13

**AN ORDINANCE AMENDING CHAPTER 31 TO INCLUDE A NEW SECTION 31.03
RELATING TO REIMBURSEMENT OF LAW ENFORCEMENT
ACADEMY TRAINING EXPENSES**

WHEREAS, the Town of Markle incurs costs for training law enforcement officers at the Indiana Law Enforcement Academy; and

WHEREAS, the Town of Markle has lost the benefit of paying such training costs when law enforcement officers voluntarily leave employment with the Town of Markle to accept a position with another police agency; and

WHEREAS, the Town of Markle desires to recover the costs of training law enforcement officers from law enforcement officers who voluntarily leave employment with the Town of Markle to accept other employment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MARKLE that Chapter 31 is hereby amended to include Section 31.03 as follows:

**“Section 31.03 REIMBURSEMENT OF LAW ENFORCEMENT ACADEMY TRAINING
EXPENSES**

(A) Town of Markle law enforcement officers whose training at the Indiana Law Enforcement Academy is paid by the Town of Markle shall be required to reimburse the Town of Markle for the costs of such training, including salary paid above the minimum wage while at the Academy, in the event the law enforcement officer voluntarily leaves employment with the Town of Markle within three (3) years of their hire date, according to the following schedule. If the law enforcement officer leaves:

- | | | |
|----|---|--|
| a. | Within one (1) year: | All training costs and salary paid above minimum wage |
| b. | After one (1) year and within two (2) years: | 2/3 of training costs and salary paid above minimum wage |
| c. | After two (2) years and within three (3) years: | 1/3 of training costs and salary paid above minimum wage |

(B) The Town of Markle shall be authorized to institute a civil action to collect such fees if not paid within sixty (60) days of termination of employment unless a mutually acceptable written repayment agreement is executed by the Town of Markle and the law enforcement officer.

(C) Prior to enrollment at the law enforcement academy, all prospective Markle law enforcement officers shall execute a reimbursement agreement (and return such signed copy to the Town) in substantially the following form:

“AGREEMENT FOR REIMBURSEMENT OF COSTS AND PAY

I, _____, agree that in consideration of the Town of Markle paying for my attendance and training at the Indiana Law Enforcement Academy on _____, _____, I will be required to reimburse the Town of Markle, and do agree to reimburse the Town of Markle, for those costs, together with any salary paid above minimum wage while at the Academy, in the event I voluntarily leave employment with the Town of Markle within three (3) years of my hiring date, according to the following schedule. If the law enforcement officer leaves:

- a. Within one (1) year: All training costs and salary paid above minimum wage
- b. After one (1) year and within two (2) years: 2/3 of training costs and salary paid above minimum wage
- c. After two (2) years and within three (3) years: 1/3 of training costs and salary paid above minimum wage

Such repayment shall be made within sixty (60) days of my termination of employment with the Town of Markle.

Signed: _____

Dated: _____

Witness: _____

Dated: _____

BE IT FURTHER ORDAINED that Section 31.02(B) be and is hereby amended to replace the existing Section 31.02(B) with the following:

“(B) During a deputy’s probationary period, the deputy may be removed with or without cause by the Town Marshal or Council.”

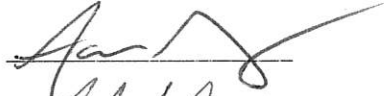
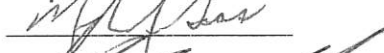

BE IT FINALLY ORDAINED that this Ordinance shall be effective immediately upon adoption.

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Upon Council's unanimous consent to consider Ordinance 2021-13 for final adoption on the same day of its introduction, Ordinance 2021-13 was duly adopted this 21st day of April 2021, by a vote of 3 in favor and 0 in opposition.

MARKLE, INDIANA by its TOWN COUNCIL

Voting in Favor:

Aaron McClary

Matthew Doss

Nicolas Lund

Voting in Opposition:

ATTEST:

By  as Clerk-
(Stephenie Hensley) Treasurer