

## Chapter 4 POLICE DEPARTMENT

- 4.01 Department Established
- 4.02 Chief of Police, *641*
- 4.03 Oath
- 4.04 Police Powers and Duties
- 4.05 Duties of Officers
- 4.06 Command Staff and Order of Command, *641*
- 4.07 Police Department Rules and Regulations
- 4.08 Retirement in Good Standing
- 4.09 Police Officer Training Reimbursement Program
- 4.10 Part-Time Police Officers; Training

### **4.01 DEPARTMENT ESTABLISHED** *Amended, 641, 591, 518, 504*

There is hereby established a department of the Village, known as the “Police Department”, comprising a Chief of Police (“Chief”) who is responsible for the daily operation and oversight of the Police Department, command staff, and patrol officers. All command staff (including the Chief) and officers of the Police Department shall be part-time employees of the Village. citizens of the United States, 21 years of age or older, possess a valid Illinois driver’s license and be subject to the part-time police regulations set forth in the Illinois Compiled Statutes, 65 ILCS 5/3.1-30-21, as amended.

### **4.02 CHIEF OF POLICE** *Amended, 641, 504, 465*

The Village President, with the advice and consent of the Village Board, shall appoint a police officer licensed in the State of Illinois to the position of Chief. The Chief’s appointment shall be for an indefinite term, except that the President shall retain the right to revoke the appointment with the advice and consent of the Village Board and the advice of the Village Administrator, if one is employed by the Village. The Chief, with the advice and consent of the Village Board, retains the right to appoint the Deputy Chief, and, without the advice and consent of the Village Board, the Chief may hire police officers and appoint person(s) to command staff positions according to his/her discretion.

The Chief shall supervise the work of the Department, and the police and other employees of the Department shall be under his/her command. The Chief may exercise such powers, and shall perform such other duties as may be provided for by ordinance or resolution, or other action of the Village Board. Whenever any statute, ordinance, policy or resolution refers to the Village Marshal, Chief of Police or similar title, it shall be construed to mean the Chief. The Chief shall be the keeper of the Village jail and have custody of all persons incarcerated therein. The Chief shall be custodian of all lost, abandoned, or recovered stolen property in the Village; shall keep such records and make such reports concerning the Department activities as may be required by statute or ordinance; and shall be responsible for the Department’s performance of all its functions and all Department members, who shall serve subject to the orders of the Chief.

#### **4.03 OATH**

The Chief, each police officer and each employee belonging to the Department, before entering upon their duties as a member of the Department, shall take and subscribe to an oath or affirmation pursuant to the Illinois Municipal Code. This oath or affirmation shall be filed with the Clerk.

#### **4.04 POLICE POWERS AND DUTIES**

Every employee of the Department shall have all the powers provided for under the provisions of law and by ordinance of the Village. It shall be the duty of the Department to use every responsible means for maintenance of law and order in the Village, for the enforcement of the ordinances of the Village and for the performance of such other duties and functions usually performed by police departments.

#### **4.05 DUTIES OF OFFICERS** *Amended, 641, 465*

A. **DEPUTY CHIEF:** The deputy chief shall be subordinate to the Chief. The deputy chief is charged with executing the proper performance of patrol and other police duties for subordinate members of the Department assigned to duty. In the absence of the Chief, it shall be the duty of the deputy chief to discharge all of the obligations and assume all of the responsibilities of the Chief. The deputy chief shall also be in command on all patrols and during all hours of duty during which the Chief is not specifically on duty. The deputy chief shall be responsible for the work schedules of all police personnel; the maintenance of all department equipment, including all vehicles operated by the department; and for securing and logging all police evidence and storage of found items. Both the Chief and the Deputy Chief may assign a delegate officer of the Village of their choice to temporarily assume the responsibilities of their positions in case of absence.

B. **COMMANDER:** The commander shall be subordinate to the Chief and deputy chief. The commander is charged with executing the proper performance of patrol and other police duties for subordinate members of the Department assigned to duty during the commander's shift. In addition, the commander shall be responsible for those duties assigned from time to time by the Chief.

#### **4.06 COMAND STAFF AND ORDER OF COMMAND** *Amended, 641, 591, 518*

The command staff of the police department shall be as enumerated below. The Chief shall fill the command staff positions according to the amount of supervision needed to meet the law enforcement needs of the Village. During any temporary absence of a commanding officer, the command devolves upon the subordinate next in seniority to such commanding officer. The command seniority is determined first by rank and second by continuous service in the rank. The relative rank in position and order of command, depending on positions appointed and filled by the Chief, shall be as follows:

1. Chief
2. Deputy Chief

3. Commander
4. Lieutenant
5. Sergeant
6. Corporal
7. Patrol Officer

**4.07 POLICE DEPARTMENT RULES AND REGULATIONS**

The Department shall be regulated by general orders, the standard operating procedures issued by the Chief and the Village Personnel Policy as amended from time to time.

**4.08 RETIREMENT IN GOOD STANDING**

Police officers who retire from the Department in good standing, and have completed 10 years or 7,500 hours of service to the Department, shall be eligible to receive a Department retirement star and identification card.

**4.09 POLICE OFFICER TRAINING REIMBURSEMENT PROGRAM**

A. It shall be the contractual obligation and duty of every police officer (the “Officer”) to reimburse the Village for the cost of any training paid by the Village should the Officer leave within 30 months after training has been completed. Reimbursement shall not be limited to tuition (except for any portion of tuition costs already reimbursed to the Village by the State) but also include related expenses such as salary or other compensation received during such training period, food, lodging and mileage under the following formula: For every month that the Officer leaves prior to serving 30 months on the Department following training, the Officer shall pay to the Village 1/30th of the total amount expended by the Village for the training.

B. Before a training class is started the Officer shall execute an agreement with the Village, which shall read:

AGREEMENT

This Agreement is entered into between the Village of Prairie Grove (“Village”) and \_\_\_\_\_ (“Officer”) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Village has agreed to hire (or has hired) the Officer and the Officer has agreed to serve (or is serving) on the Village’s Police Department; and

WHEREAS, the Village has agreed to pay the costs of sending the Officer to \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Village and Officer agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. The Officer agrees to serve as a police officer on the Village Police Department for a period of 30 consecutive months following completion of training unless employment is terminated by the Village.

3. Should the Officer voluntarily leave the Village Police Department any time prior to 30 months following the completion of training, the Officer agrees to reimburse the Village according to the following formula for the costs incurred by the Village in sending the Officer to \_\_\_\_\_.

Formula

For every month that the Officer leaves prior to serving 30 months on the Village Police Department following training, the Officer shall pay to the Village 1/30th of the total amount expended by the Village for the training including, but not limited to, tuition (except for any portion of tuition costs already reimbursed to the Village by the State of Illinois), related expenses such as salary or other compensation received during such training period, food, lodging and mileage.

4. Resignation by the Officer for whatever reason shall be prima facie evidence that the Officer left voluntarily.

5. Should the Officer be forced to leave the Village Police Department as a result of serious medical problems which affect his ability to safely and efficiently function as a police officer or upon the death of the Officer, the requirement of reimbursement shall be waived.

6. This Agreement shall be binding on the heirs, executors and administrators of the Officer and on the assignees of the Village.

7. If at any time subsequent to the date of this Agreement the Village utilizes legal counsel or incurs legal expenses or other costs in connection with i) any litigation, contest, dispute, suit, proceeding or action in any way relating to this Agreement or ii) any attempt to enforce the rights of the Village against the Officer by virtue of this Agreement, then in any such event, the attorneys fees arising from such services and all expenses, costs, charges and other fees of such counsel shall be payable to the Village and shall be an additional obligation of this Agreement of the Officer.

8. **WAGE DEDUCTION FOR TRAINING COSTS:** In the event the Officer voluntarily leaves the Village Police Department prior to the expiration of 30 months following the completion of training and has not reimbursed the Village for its costs incurred for such training, including but not limited to tuition (except for any portion of tuition costs already reimbursed to the Village by the State of Illinois), salary or other compensation received during such training period, food, lodging and mileage, the Officer hereby consents to the Village deducting such amount from his paychecks issued after the Village is notified of such resignation. Such deduction may be made notwithstanding the fact that such amounts may exceed 15 percent of the Officer's gross wages per paycheck.

\_\_\_\_\_  
President

\_\_\_\_\_  
Police Officer

Attest: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

**4.10 PART-TIME POLICE OFFICERS; TRAINING** *Amended, 591, 527; 518;*

All part-time police officers shall be employees with the Village on an at-will basis. They shall be hired, disciplined and terminated by the Village Administrator as authorized in accordance with the Village personnel policies and assigned, supervised and directed by the Chief. All part-time police officers shall possess a current valid certification to serve as a full-time or part-time

police officer in the State of Illinois from the Illinois Law Enforcement Training Standards Board or, within 18 months after being hired by the Village, successfully complete all training mandated by the Illinois Law Enforcement Training Standards Board for part-time police officers. Until such certification is obtained, a certified full-time police officer shall directly supervise the part-time officer. The number of hours a part-time officer may work within a calendar year is restricted.

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