

CHAPTER 4 POLICE DEPARTMENT

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4.01 DEPARTMENT ESTABLISHED

There is hereby established an executive department of the municipal government of the City, which shall be known as the Police Department (for purposes of this Chapter 4, “Department”), and shall consist of a Chief of Police (“Chief”), Deputy Chief and of such number of lieutenants, sergeants, patrolmen and other employees as may be provided from time to time by the City Council.

4.02 CHIEF OF POLICE

The Mayor, by and with the consent of the City Council, hereby retains the right to appoint a Chief. The appointment shall be made annually to coincide with the fiscal year.

The Chief shall superintend the work of the Department, and the police and other employees of the Department shall be under his 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 City Council. Whenever any statute, ordinance or resolution refers to the City Constable, City Marshal or similar title, it shall be construed to mean the Chief. The Chief shall be the keeper of the City jail and have custody of all persons incarcerated therein. The Chief shall be custodian of all lost, abandoned or recovered stolen property in the City; shall keep such records and make such reports concerning the Department activities as may be required by statute or ordinance; 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 DEPUTY CHIEF

The position of Deputy Chief is hereby established for the Department. The Deputy Chief, who shall be appointed by the Chief with the approval of the Mayor, shall be an exempt rank immediately below that of the Chief and shall be appointed to the position pursuant to 65 ILCS

5/10-2.1-4. The appointment shall be from the rank of sworn, full-time officers of the City. The Deputy Chief shall serve at the discretion of the Chief and, if removed from the position, shall revert to the rank held immediately prior to appointment to the Deputy Chief position.

4.04 ADDITIONAL AND SPECIAL POLICE *Amended, 01-11-1*

A. **APPOINTMENT:** In addition to the part-time police officers and employees of the Department, the Mayor and the Chief may each appoint and employ such special police and other temporary employees as either may find necessary or desirable, at such reasonable compensation as may be approved by the City Council. The Mayor or the Chief may, at the request of any property owner, or any person engaged in business of the City and in need of special police protection, appoint such persons as special police protection as either may find necessary or desirable.

B. **COMPENSATION:** The City shall not be required to pay any person so employed for such special police protection but such person shall be paid for his services by the person for whom such special police protection is afforded.

C. **LIABILITY:** Each person so appointed, together with the person requesting such special police protection, shall execute and file with the City Clerk an agreement in writing agreeing to save the City harmless of and from any and all liability for anything which such special police may do or fail to do while serving in such capacity, and agreeing to fully indemnify the City for any such liability in case any is imposed upon it, as well as all cost and expenses connected therewith, including all legal expenses connected with defending any and all lawsuits which may be instituted against the City for the enforcement of any such alleged liability. In addition, the City Council may require such other security as it may deem desirable as a condition to any such appointment or as a condition to the continuance of any such appointment.

D. **REVOCATION:** The appointment of anyone as a special policeman pursuant to this Section 4.04 may, at any time, be revoked by the Chief or Mayor and City Council.

4.05 OATH

The Chief, each policeman and each employee belonging to the Department, before entering upon his duties as a member of the Department, shall take and subscribe the following oath or affirmation:

“I do solemnly swear (of affirm) that I will support the Constitution of the United States the Constitution of the State of Illinois, and the ordinances of the City of Marengo, and that I will faithfully discharge the duties of _____ of the City, according to the best of my ability.”

This oath or affirmation, so subscribed, shall be filed in the office of the City Clerk.

4.06 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 City. It shall be the duty of the Department to use every responsible means for maintenance of law and order in the City, for the enforcement of the ordinances of the City and for the performance of such other duties and functions usually performed by police departments.

4.07 DUTIES OF OFFICERS

A. **LIEUTENANT:** The lieutenant shall be immediately subordinate to the Deputy Chief. The lieutenant is charged with all juvenile matters with the City and management and administration of the records of the Department and with executing the proper performance of all other police duties for the subordinate members of the Department. In the absence of the Deputy Chief, it shall be the duty of the lieutenant to discharge the obligations and assume the responsibilities of the Deputy Chief. The lieutenant shall also be in command during all hours of duty during which the Deputy Chief is not specifically on duty.

B. **SERGEANT:** The sergeant shall be subordinate to the lieutenant. Any sergeant is charged with executing the proper performance of patrol and other police duties for subordinate members of the Department assigned to duty during the sergeant's shift. In the absence of the Deputy Chief or lieutenant, it shall be the duty of the senior sergeant to discharge all of the obligations and assume all of the responsibilities of the Deputy Chief or lieutenant. The sergeant shall also be in command on all patrols and during all hours of duty during which the Deputy Chief or lieutenant are not specifically on duty.

4.08 ORDER OF COMMAND

During the temporary absence of the commanding officers, the command devolves upon the subordinate present next in seniority to such commending officers. 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 shall be as follows:

1. Chief
2. Deputy Chief
3. Lieutenant
4. Sergeant
5. Patrol

4.09 POLICE DEPARTMENT RULES AND REGULATIONS

The Department shall be regulated by the standard operating procedures, rules and regulations and special orders issued by the Chief.

4.10 POLICE COMMISSION *Amended, 11-10-2, 01-11-1*

Pursuant to 65 ILCS 5/10-2.1-1 *et seq.*, said provisions are hereby adopted and all applicable

provisions therein (or as amended by the State legislature in the future) are incorporated herein by reference as if fully set forth herein. At such times the Police Commission prepares to establish a register of eligibles, a non-refundable application packet fee shall be charged to cover the cost of such packet. Except for the Chief, the Police Commission shall appoint all full-time police officers when authorized by the City Council.

4.11 POLICE PENSION FUND AND POLICE PENSION BOARD

Pursuant to Article III of the Illinois Pension Code (40 ILCS 5/3-101 *et seq.*) the provisions of Article III are hereby adopted and all applicable provisions therein (or as amended by the State Legislature in the future) are herein by reference as if fully set forth herein. Of those persons appointed to the Police Pension Board by the Mayor, with the advice and consent of the City Council, one shall be a resident of the City.

4.12 POLICE OFFICER TRAINING REIMBURSEMENT AND PRE-EMPLOYMENT AGREEMENT *Amended, 07-2-4*

A. It shall be the contractual obligation and duty of every police officer (the "Officer") to reimburse the City for the costs incurred by the City for the administration of written and physical agility examinations; interviews; background investigations; medical, psychiatric, drug-screening and other employment-related examinations; uniforms and equipment issued by the City; Basic Law Enforcement Academy training; and salary paid during field training sessions and when attending Basic Law Enforcement Academy training. If resignation is prior to 24 months from the date of hire, reimbursement shall be 100 percent. If resignation occurs prior to 36 month, but more than 24 months, from the date of hire, reimbursement shall be 50 percent.

B. Before an Officer begins employment with the City, the Officer shall enter into a pre-employment agreement with the City. Such agreement shall be in substantial form as Exhibit A of this Chapter.

EXHIBIT A

Please print your name in all of the appropriate blanks, sign the agreement, have someone else witness your signature and submit the agreement WITH your Application for Employment.

**MARENGO POLICE DEPARTMENT
PRE-EMPLOYMENT AGREEMENT**

This Agreement is entered into on ___/___/___, between _____ and the City of Marengo, Illinois (hereinafter referred to as the CITY).

WTTNESSETH

WHEREAS, _____ has expressed an interest in becoming a police officer in the Marengo Police Department; and

WHEREAS, _____ understands that, should he/she be hired as a police officer in the Marengo Police Department, the CITY will incur various expenses, including but not limited to costs of administering tests and conducting interviews; costs of performing background investigations; costs of medical, psychiatric, drug screening, polygraph tests and other employment-related examinations; costs of providing uniforms and equipment; costs for training sessions and travel conducted by the City of Marengo and the Marengo Police Department personnel and staff at a basic law enforcement training facility; and, salary paid to police officers during their training; and

WHEREAS, the CITY is willing to assume the various costs associated with the examination, interviewing, and investigation of prospective police officers and the provision of uniforms and equipment, training, and salary, etc. during training for newly-hired police officers, provided the CITY receives a commitment from an applicant that he or she will remain in the Marengo Police Department for a minimum period of 36 months; and

WHEREAS, the CITY seeks to have well-trained police officers on the Marengo Police Department; and

WHEREAS, _____ understands and acknowledges that, should he/she be hired as a police officer for the Marengo Police Department, he/she will be expected to remain in the employment of the CITY for a minimum of 36 months or else reimburse the CITY for the expenses incurred by the CITY in testing, interviewing, equipping, and training him/her.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below, the parties do freely and voluntarily enter into this Agreement.

SECTION 1. The recitals stated above are incorporated herein as part of this Agreement.

SECTION 2. The City agrees:

(a) To consider _____ for employment as a police officer for the Marengo Police Department; however, _____ acknowledges that execution of this Agreement in no way constitutes a guarantee of employment with the Marengo Police Department.

(b) To administer various examinations in order to determine whether _____ is an appropriate candidate for employment as a police officer for the Marengo Police Department;

(c) To provide initial uniforms and equipment;

(d) To provide such training and instruction as the CITY, in its sole discretion, deems appropriate; and

(e) To pay _____ his/her full wages during any period in which _____ is being trained.

SECTION 3. _____ agrees that should he/she be hired as a police officer for the Marengo Police Department, he/she will remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire. If he/she does not remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire, he/she will reimburse the CITY for any and all costs incurred as enumerated in Section 4 below at the following rate:

(a) 100 percent, if resignation is prior to 24 months having elapsed from date of hire;

(b) 50 percent, if resignation occurs prior to the time 36 months, but more than 24 months have elapsed.

SECTION 4. Schedule of costs to be incurred by CITY:

(a) Administration of written and physical agility examination;

(b) Interviews;

(c) Background investigation;

(d) Medical, psychiatric, drug-screening and other employment-related examinations;

(e) Uniforms and equipment issued by the City;

(f) Basic Law Enforcement Academy Training facility; and

(g) Salary paid during field training sessions and Basic Law Enforcement Academy training.

SECTION 5. This Agreement shall terminate after the completion of 36 months from the date of hire.

SECTION 6. _____ understands that employment with the Marengo Police Department is contingent upon his/her completion of a probationary period of 12 months after completing of Basic Law Enforcement Academy training or after 12 months if previously certified and not requiring Basic Law Enforcement Academy training and continued performance to the satisfaction of the Marengo Police Department. Nothing contained herein shall be construed as a promise or agreement by either the Marengo Police Department or the CITY to retain _____ as a police officer for the Marengo Police Department for 36 months or any portion thereof..

SECTION 7. The CITY and the Marengo Police Department does not, by this Agreement, waive any of the rights, privileges, or prerogatives they possess to discipline, suspend or discharge any employee pursuant to Rules of the Board of Fire and Police Commissioners, the Rules and Regulations of the Marengo Police Department, and the labor Agreement between the CITY and the Fraternal Order of Police Lodge No. 129, now in effect or as may be altered or modified in the future.

SECTION 8. _____ agrees that, should it become necessary for the CITY to file suit in order to collect the costs as enumerated in Section 4 he/she will pay all costs of said suit, including reasonable attorney's fees and all interest allowed at the legal rate on the amount which is owed.

SECTION 9. _____ agrees that any outstanding debt incurred by the CITY enumerated in Section 4 will be deducted from the final payroll disbursement providing _____ is in agreement, or alternatively agrees that the CITY retains the right to commence legal proceedings against him/her to recoup any outstanding balance.

SECTION 10. _____ acknowledges that he/she has examined this Agreement, that he/she has read and understands this Agreement, and he/she has the right to consult an attorney prior to entering this Agreement.

SECTION 11. Any notice that may be required by this Agreement shall be sent to the parties at the addresses below:

City: Chief of Police
c/o Marengo Police Department
142 East Prairie Street
Marengo, Illinois 60152

Applicant: _____
Address: _____

SECTION 12. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 13. No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

SECTION 14. The CITY and _____ agree that any proceeding pursuant to or in connection with this AGREEMENT or amendment thereto shall be brought in the 22nd Judicial Circuit, McHenry County, Illinois and the CITY and _____ hereby consent to jurisdiction and venue in that court. This AGREEMENT has been executed and delivered at and shall be deemed to have been made in the City of Marengo, McHenry County, Illinois and shall be governed and construed in accordance with the laws of the State of Illinois.

SECTION 15. The CITY agrees that it will not seek any of the costs enumerated in Section 4 should the CITY terminate or discharge _____ from the Marengo Police Department.

Executed this _____ day of _____, 20_____.

Applicant's Signature: _____	Date: ___/___/___
Chief of Police: _____	Date: ___/___/___
City Administrator: _____	Date: ___/___/___

Witnessed: _____ Attest: _____
City Clerk