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CHAPTER 2

ARTICLE 1

POLICE DEPARTMENT

2.1.01 STAFF:

(a) The Police Department, in and for the City of Country Club Hills, shall consist of one (1) Chief of Police, one (1) Deputy Chief, four (4) lieutenants, seven (7) Sergeants, and such number of patrol officers as the City Council may from time to time designate in conjunction with the City's annual budgeting process or a budget amendment. In addition, the Mayor, upon recommendation of the City's Police Commission and City Manager, may appoint two (2) persons to the rank of patrolman without examination by the Police Commission in accordance with the procedures set forth below.

- (i) The City Council may, by motion, authorize the creation of such additional positions and necessary budget amendments.
- (ii) Upon such authorization, the City Manager shall place ads in one or more newspapers of general circulation advertising the availability of such positions.
- (iii) The City Manager, in conjunction with the City's Fire and Police Commission, shall interview and otherwise assess each applicant for an available position, and

shall forward their recommendation to the Mayor. The Mayor shall appoint one or two of the candidates so recommended or may require that the City readvertise for such available positions.

- (iv) No person shall be appointed to such position unless such person is, at the time of appointment, a full-time member of a regular police department of any municipality in this state in good standing who has completed any applicable probationary period of employment. Employees so appointed shall be credited for salary purposes with the time served by him or her on the date of such appointment to the City of Country Club Hills Police Department and shall be given the rank of probationary patrolman.
 - (v) Upon hiring, such officers shall be under the authority of the Fire and Police Commission for purposes of promotion and discipline.
- (b) Those members of the Country Club Hills Fire Department who are certified arson investigators may possess a firearm and may exercise police powers while functioning in the capacity as certified arson investigators subject to the rules and regulations promulgated by the chief of police.
- (c) The position of deputy chief shall be exempt from the jurisdiction of the Fire and Police Commission. The deputy chief shall initially be appointed by the chief of police subject to the

concurrence of the Mayor and City Council. The deputy chief shall serve an indefinite term at the pleasure of the chief. The compensation of the deputy chief shall be established from time to time by the City Council. If a deputy chief is appointed from within the ranks of the City Police Department, the deputy chief shall be considered on furlough from his or her previous Fire and Police Commission appointed rank. The deputy chief may be removed from his/her position by the chief of police. The chief of police shall report the reasons for such removal to the Mayor and City Council. In the event the deputy chief has no prior experiences with the Country Club Hills Police Department, his or her employment shall be terminated in accordance with any agreement between the City and such deputy chief. In the event the deputy chief was appointed from within the Country Club Hills Police Department, such deputy chief shall revert back to the rank he or she held immediately prior to his or her appointment.

2 1.02 LIEUTENANTS: The number, appointment and removal of all lieutenants in the Country Club Hills Police Department shall be subject to the limitation set forth hereinbelow:

(a) The Country Club Hills Police Department shall consist of five (5) lieutenants.

(b) Each lieutenant shall be appointed and removed by the Director of Public Safety.

(c) Each such appointment shall be exempt from the jurisdiction of the Fire and Police Commission.

(d) Each lieutenant shall serve an indefinite term at the pleasure of _____ the _____ Director _____ of Public Safety.

(e) The compensation of each lieutenant shall be established from time to time by the City Council.

(f) Each lieutenant appointed from within the Country Club Hills Police Department shall be considered on furlough from his Fire and Police Commission appointed rank.

(g) Each lieutenant shall perform such duties as may be prescribed by _____ the _____ Director _____ of Public Safety and the Chief of Police from time to time.

2.1.03 CHIEF OF POLICE: That the Chief of Police shall be the Chief Officer of the Police Department, and he shall supervise and direct all of the Officers and members thereof.

2.1.04 DUTIES OF CHIEF OF POLICE: That the Chief of Police shall superintend the Police Department of the City, and he shall have the custody, care and control of the public property of the Department, including all firearms and other equipment thereof, subject to the orders of the City Council. He shall devote his sole time to preserve the peace and order of the City, and he shall execute and enforce all orders of the Mayor and City Council and shall be solely responsible for the efficient operation of the Police Department. These rules and

regulations, or any subsequent additions or changes thereto, shall be approved by the City Council before becoming effective and copies shall be prepared for distribution to all persons concerned or affected thereby. He shall assure that all members of the Police Department shall obey such rules and regulations. The Chief of Police shall be the keeper of the City jail, and shall have custody of all persons incarcerated therein. He shall keep such records and make such reports concerning the activities of the Police Department as may be required by Statute or by the City Council.

2.1.05 CITIZENS TO AID POLICE: It shall be the duty of any person in the City, when called upon by any member of the Police Department, in case of emergency, to promptly aid and assist such Police Officer in the execution of his police duties.

2.1.06 POLICE TO AID FIREMEN: That it shall be the duty of the Police Department to assist the Fire Department by giving alarms in case of fire and in clearing streets or grounds in the vicinity of the fire, or other emergency requiring assistance from the Fire Department, so that members of the Fire Department shall not be hindered or obstructed in the performance of their duties.

2.1.07 COOPERATION WITH HEALTH AUTHORITY: That all orders of the Health officer or Health Authority relating to the preservation of the health of the City and directed to the Police Department shall be executed by the Chief of Police, or by any subordinate that he may so direct.

2.1.08 SERVING PROCESS: That the Chief of Police and members of the Police Department shall have the power and authority and it shall be his duty in the City to serve and execute warrants and other process for the apprehension and commitment of persons charged with the violation of any City ordinance, or any crime, misdemeanor or offense against peace of the State of Illinois or the City of Country Club Hills, or held for examination or trial, or taken on execution for the commission of any crime, misdemeanor or violation of any City ordinances or State Statute, and while serving or executing, be vested with and have all the powers and authorities conferred upon constables by the common laws of this State.

2.1.09 RESISTANCE TO OFFICERS: It shall be unlawful to resist any member of the Police Department or any other person duly authorized to perform police duties in the discharge of his duties, or to interfere with, in any way, prevent, or hinder such officer in the discharge of his duty as a policeman, or shall offer or endeavor to do so, or to assist any person in the custody of the Police Department to escape or attempt to escape from such custody, or to attempt to rescue any person from custody.

2.1.10 DUTIES AS WITNESSES: That all police officers making arrests shall attend as witnesses before the Court where the trial may be had, and shall procure all necessary evidence in their power, and shall furnish a list of witnesses to the Court and to the City Prosecutor or State's Attorney; and no police officer shall be entitled to any witness fees to be taxed against the City in any action for a violation of any law where the City is a plaintiff.

2.1.11 DEPARTMENT RULES: That all members of the Police Department shall be subject to and perform their duties under the rules and regulations formulated and established by the Chief of Police and approved by the City Council.

2.1.12 FALSELY IMPERSONATING AN OFFICER: It shall be unlawful for any person to falsely represent himself, or assume, or pretend, to be a policeman of the City of Country Club Hills, or a member of the Police Department of said City, or with intent to deceive, use, or wear in public, or imitate any of the signs, signals, or devices adopted and used by the Police Department of said City, or to wear in public the uniform or badge adopted or used as the police uniform or badge of said City, or any other which shall be similar in appearance.

2.1.13 PROHIBITIONS AGAINST RACIAL PROFILING AND OTHER BIAS BASED POLICING:

A. Purpose: This Ordinance defines City policy regarding the proper treatment of all persons by Police Department personnel, defines the terms “racial profiling” and “other bias based policing”, and specifically prohibits “racial profiling” and “other bias based policing.”

B. Definitions:

“Racial Profiling” – any arrest, detention, interdiction, or other law enforcement action that is based solely on the actual or perceived

race, ethnicity, color, national origin or ancestry of the targeted person.

“Other Bias Based Policing” – any arrest detention, interdiction, or other law enforcement action that is based solely on the actual or perceived gender, religion, disability, sexual orientation, marital status, parental status, military status, financial status, or lawful source of income of the targeted person

C. Policy:

1. The City of Country Club Hills expressly prohibits Police Department personnel from engaging in “racial profiling” and “other bias based policing.”
2. The City of Country Club Hills is committed to observing, upholding and enforcing all laws relating to the individual rights of all persons. Police Department personnel will respect and protect each person’s human rights and comply with all laws relating to human rights.
3. In addition to respect for those human rights prescribed by law, Police Department personnel will treat all persons with the courtesy and dignity that is inherently due every person as a human being. Police Department personnel will act, speak and conduct themselves in a professional manner, and maintain a courteous, professional attitude in all contacts with the public.
4. It is a fundamental duty of every Country Club Hills Police Officer to be vigilant in the investigation of unusual or suspicious occurrences; to detect violations of the law;

to safeguard lives and property; to guarantee all persons fair and equal treatment under the law; to ensure that the rights of all persons are protected. In meeting these duties the Police Department remains committed to working actively with all communities within the City.

D. Individual Responsibilities:

1. Members of the Country Club Hills Police Department are expressly prohibited from engaging in “racial profiling” and “other bias based policing” activities.
2. Police Department personnel will not use the actual or perceived race, ethnicity, color, national origin, ancestry, gender, religion, disability, sexual orientation, marital status, parental status, military discharge status, financial status or lawful source of income, of any person, as the sole basis for developing reasonable suspicion or grounds for a traffic or street stop, or in deciding upon the scope and substance of post stop actions.
3. When determining if reasonable suspicion for a traffic or street stop exists, or when developing probable cause for an arrest, Police Department personnel may consider factors listed in Section D2 of this directive when one or more of those factors are of the description of a known or suspected offender wanted in connection with a specific criminal or quasi-criminal incident.
4. Police Department personnel must be able to clearly articulate the specific police or public safety purpose of any traffic or street stop.
5. Police Department personnel will immediately report any observed violation of the policies and procedures established under this directive to a Department supervisor.

E. Supervisory Responsibilities:

1. Police Department supervisors will monitor subordinate officers to ensure their adherence to the policies and procedures established under this Ordinance.
2. Police Department supervisors will initiate an investigation, in accordance with established procedures in all cases where:
 - i. Violations of the policies and procedures established under this Ordinance are directly observed.
 - ii. Allegations of a violation of the policies and procedures established under this Ordinance are received from any person.

F. Discipline: Violators of this Ordinance are subject to disciplinary actions up to and including termination.

ARTICLE 2

PENALTY

2.2.01 PENALTY: Any person, firm, or corporation who violates, disobeys, commits, neglects, refuses to comply with, or resists the enforcement of any provision of this Chapter shall be subject to a penalty as prescribed in Chapter 10 of this Code. Each day a violation is permitted to exist or continue shall constitute a separate offense.

ARTICLE 3 – FIRE DEPARTMENT

2.3.01 ESTABLISHMENT OF FIRE DEPARTMENT: The Fire Department in and for the City of Country Club Hills shall consist of one (1) Fire Chief; one (1) Deputy Fire Chief, three (3) lieutenants, two (2) engineers, four (4) firefighters and such other members and employees as the City Council may provide from time to time. In addition:

- a. The City Council may, by motion, authorize the creation of additional positions and necessary budget amendments.
- b. Upon such authorization, the Fire and Police Commission shall place ads in one or more newspapers of general circulation advising of the availability of such positions.
- c. The City's Fire and Police Commission shall interview and otherwise assess each applicant for an available position, and shall forward their recommendations to the Mayor. The Mayor may appoint candidates so recommended or may require the City re-advertise for such available positions.
- d. Upon hiring, such firefighter shall be under the authority of the Fire and Police Commission for purposes of promotion and discipline.

2.3.02 RESPONSIBILITIES AND CHAIN OF COMMAND:

1. Chief of Fire

- a. Is the Chief Executive Officer of the Department and has authority in all matters of operations, discipline, enforcement of rules, ordinances and statutes.
- b. Shall make and enforce reasonable orders, rules and regulations relating to the work within the Fire Department that are consistent with Federal, State, and local laws.
- c. Is responsible to the City Manager for the efficient operation and administration of the Department. All fire department personnel employed by the City of Country Club Hills will receive their orders from the Chief or his designee and will work under his supervision.
- d. The Chief shall also have the following duties, rights and powers: to plan, coordinate, staff, and control all activities and operations of the Fire Department, including fire extinguishments, pre-fire tactical survey, fire prevention, fire investigation and firefighting training.

2. Deputy Chief of Fire

- a. The Deputy Chief of Fire shall rank below the Chief in authority.
- b. In the absence of the Chief, he shall be responsible for the Department, and shall discharge and perform all duties relegated to, and possess all the powers vested in the Chief and shall exercise the authority of the Chief.
- c. The Deputy Chief shall put into effect and enforce the rules, orders, policies, regulations, practices and procedures of the Fire Department.
- d. The Deputy Chief shall respond to alarms of fire and other emergencies as required by the Chief and assume command

until the arrival of the Chief.

- e. He shall witness drill, supervise training, conduct investigation, and keep himself fully informed of conditions within such activities, heed all evidence of neglect or inefficiency, and take corrective action as required and promptly report such information and actions to the Chief.
- f. The Deputy Chief shall prepare and submit reports and records as required by the Chief and perform other related duties as assigned.

3. Lieutenant:

- a. Fire Lieutenants shall rank next below the Deputy Chief in authority and shall be in control of their respective shifts while on duty and at fires or other emergencies and shall be responsible for putting into effect and enforcing the rules, policies, orders, regulations, practices and procedures of the Department.
- b. Fire Lieutenants shall respond with their companies to all fire alarms and emergency calls as directed, and when first to arrive shall assume command until arrival of a superior officer, wherein he shall immediately advise the superior officer of pertinent conditions and actions already taken.
- c. Fire Lieutenants shall participate in the training and instruction of the members of their companies and, by regularly conducted drills, determine that the efficiency and coordination of their commands are maintained at a high level.
- d. They shall see that all apparatus and equipment assigned to or stored in the Fire Department quarters are properly cared for and protected and, upon returning to quarters after a fire

alarm or emergency, that the apparatus or equipment assigned to him is made ready as quickly as possible for any other fire alarms or emergency calls.

4. Responsibilities of all Fire Department Officers:
 - a. All Fire Department Officers shall perform their duties under the direction of the Chief and they shall be responsible for the proper execution of such duties.
 - b. Fire Department Officers shall be responsible for the full performance of duties delegated to them and shall require subordinates under their command to comply with all orders, rules, regulations, policies, practices and procedures of the Fire Department and shall promptly report any violations.
 - c. No Officer shall tolerate any violation or evasion of the rules, regulations, orders, policies, practices and procedures of the Department
 - d. Fire Department Officers shall make a prompt verbal report to their superior Officer of any unusual occurrence concerning the Department. All such occurrences are to be investigated at once and, when necessary, a written report containing facts of the case shall be forwarded to the Chief.
 - e. While working at fires, members shall be particularly observant for evidence of fires caused by arson or malicious intent. All such evidence shall be preserved and called to the attention of their superior Officers and the Chief.
 - f. The Officer in charge shall not allow any unauthorized person to enter a building or premises in which the Fire Department is conducting operations.

- g. When a request is made to the Department for equipment to admit any person locked out of their houses or places of business, the Police Department shall be notified for assistance and investigation.
- h. Fire Department Officers shall take precautionary measures to prevent unnecessary risks to members of the Department
- i. Whenever a member of the Fire Department saves a human life at the risk of his own, or performs an especially commendable act, the Officers under whom the act was performed shall make a full report on the subject.
- j. No Fire Department Officer shall interfere in matters or operations for which another Fire Department Officer of equal rank is responsible, except with the latter's consent, or by order of a superior officer. Conflict of authority must be strictly avoided.
- k. Fire Department Officers shall promptly notify the Fire Chief and forward an accident report to him on any accidents involving Fire Department motor vehicles or equipment.
- l. Fire Department Officers shall immediately notify their superior Officer, with a written report forwarded to the Chief, concerning injuries sustained by any member in the line of duty.

5. ENGINEER:

- a. Engineers report to Lieutenants in their capacity as Firefighters, Firefighters/Paramedics.
- b. In their capacity as Engineers, they report to the Fire Department Officer of Shift Commander and perform such engineering duties as may be assigned by the Fire Department Officer.

6. FIREFIGHTER:

- a. Reports to Lieutenants.
- b. Performs such duties that may be assigned in writing or verbally by Officers of superior rank.

7. FIREFIGHTERS AND PROBATIONARY FIREFIGHTERS:

- a. Perform general duty firefighting work in extinguishing fires and in the maintenance of apparatus and fire department quarters.
- b. Perform general duty, firefighting and emergency medical services.
- c. Firefighters may be assigned on a temporary basis as operators of a motor vehicle responding to alarms.
- d. A large part of the time is spent in the performance of routine duties in a fire station including cleaning, maintenance and repairing of property and equipment and extensive training. Work is normally performed under close supervision or within an established routine.
- e. All assignments are given by a Superior Officer, including assignments in fighting fire, in training and drills and in the maintenance of building, grounds, and fire equipment.
- f. Firefighters must have some knowledge of the street system and physical layout of the community.
- g. Firefighters must maintain proper driver's license as required by the State of Illinois – Class B, Non-CDL.
- h. Firefighters must have the ability to understand and follow oral and written instructions.
- i. Firefighters must have the ability to develop skill in firefighting and the use of firefighting equipment within a reasonable test

period as specified by the Department.

- j. Firefighter must have the ability to act quickly and calmly in an emergency.
- k. Firefighters must have the ability to establish and maintain effective working relationships with Officer, employees and the public.
- l. Firefighters must be in excellent physical condition.

8. PROBATIONARY FIREFIGHTER:

- a. Reports of Lieutenants.
- b. Performs such duties that may be assigned in writing or verbally by Officers of Superior Rank.
- c. In the absence of anyone of rank of Lieutenant or higher, the Engineer shall assume the position of Officer, and shall be obeyed with the same promptness and efficiency as if the Engineer were an Officer of Superior Rank.
- d. Should no Officer or Engineer be available, the Firefighters shall select from amongst themselves a person to be in charge based on seniority; such selection is to be made prior to receipt of a request for service. The person so designated shall function as an Officer until relieved by a person designated a Engineer or Officer of higher rank.

2.3.03

LATERAL APPOINTMENTS: The Mayor, upon the recommendation of the City's Fire and Police Commission and the City Manager, may make up to two (2) of the budgeted firefighter positions lateral appointments to the rank of firefighter without written examination by the Fire and Police Commission in accordance with the procedures set forth herein below:

1. Upon such authorization, the Fire and Police Commission shall place ads in one or more newspapers of general circulation advising of the availability of such positions.
2. The City's Fire and Police Commission shall interview and otherwise assess each applicant for an available position, and shall forward their recommendation to the Mayor. The Mayor may appoint candidates so recommended or may require that the City re-advertise for such available positions.
3. No person shall be appointed to such position unless such person is, at the time of appointment, a full-time member of a regular fire department or fire protection district of any municipality in this state in good standing who has completed any applicable probationary period of employment. Employees so appointed shall be given the rank of probationary firefighter.
4. Upon hiring, such firefighters shall be under the authority of the Fire and Police Commission for purposes of promotion and discipline.

2.3.04 REIMBURSEMENT FOR EMERGENCY RESPONSE SERVICES

(A) Definitions. As used in this Section, the following terms are hereby given the meanings set forth below:

1. Advanced Life Support Services (ALS). An advanced level of pre-hospital and inter-hospital emergency care and non-emergency medical services.
2. Basic Life Support Services. A basic level of pre-hospital and inter-hospital emergency care and non-emergency medical services that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures.

3. Emergency Medical Service Provider. The Fire Department providing emergency medical services pursuant to dispatch under the E-911 system.
4. Emergency Medical Services ("EMS"). All life-safety services, including, but not limited to, advanced life support, basic life support, ambulance, extrication and medical-related transport.
5. Emergency Personnel. Members of the Fire Department during their involvement in an emergency and non-emergency incident.
6. Emergency Response. Providing, sending or utilizing firefighting, emergency medical and rescue services or related services and personnel by the Fire Department.
7. Extrication. When one or more members of the Fire Department are required to use hydraulic, gas powered, electric powered, air powered, or other specialized rescue equipment to remove a person from a vehicle or other structure.
8. Fire Department. Fire Department means the City of Country Club Hills Fire Department.
9. Hazardous Material ("Hazmat"). Any material that poses an unreasonable risk to the health and safety of the public, environment or emergency personnel, if not properly controlled during handling, storage, manufacture, processing, packaging, use, disposal or transportation, and shall include but not be limited to: explosives,

pyrotechnics, flammable gas, flammable compressed gas, nonflammable compressed gas, flammable liquid, combustible liquid, oxidizing material, poisonous gases, poisonous liquid, poisonous solid, irritating material, etiological material, radioactive material, corrosive material or liquefied petroleum gas.

10. Incendiary Act. A fire purposely set by a person or persons.
11. Incident. Any request for the services of the Fire Department.
12. Malicious Incident. An incident which is created by an individual's intentional purpose to cause property damage, endanger lives, and/or cause the response of emergency personnel for something other than an actual emergency.
13. Mileage Charge. A charge per mile from the patient pick up to the hospital facility where the patient is transported.
14. Negligent/Careless Act. Failure to exercise the standard of care that a reasonably prudent person would use under similar circumstances, including actions which a reasonably prudent person would not do, including the disregard of the safety of others.
15. Nonresident. A person who is not domiciled within the corporate limits of the City of Country Club Hills.
16. Nonresidential Refusal. All persons who are nonresidents of the City who have received or accepted ambulance or life-safety services from

Emergency Personnel, but have refused transportation by ambulance to a hospital.

17. Nonresidents Transported to Hospital. All persons who are nonresidents of the City who are transported by a Fire Department operated ambulance from within the corporate limits of the City to a hospital or other authorized medical facility for medical care or attention.
 18. Person. Any natural person(s), partnership, corporation, limited liability partnership or corporation, association, firm, insurance carrier, servicing agent or other legal entity.
 19. Resident. A person who is domiciled within the corporate limits of the City of Country Club Hills.
 20. Resident Refusal. All persons who are residents of the City who have received or accepted ambulance and/or life-safety services from Emergency Personnel, but have refused transportation by ambulance to a hospital.
 21. Residents Transported to Hospital. All persons who are residents of the City who are transported by Emergency Personnel from within the corporate limits of the City to a hospital or other authorized medical facility for medical care or attention.
- (B) Occurrences/Incidents Requiring Reimbursement. The following types of occurrences or incidents are subject to the reimbursement fees set forth in subsection (C) below.

1. Negligent/careless actions by persons that cause an incident resulting in an emergency response.
2. Malicious or incendiary actions by persons that cause an incident resulting in an emergency response.
3. Driving under the influence. Any person found guilty, including an order of supervision or probation, of "DUI", who proximately causes any incident resulting in an emergency response.
4. Salvage operations. Fire Department salvage operations including but not limited to tarping personal property and smoke or water removal.
5. Fire company standby. When a fire company (engine, truck or ambulance) is requested or required to stand by for a non-City sponsored event. No other fire company standby services shall be provided within the City other than through the City's Fire Department unless the Fire Department is unable to provide such services.
6. Extrication of persons from vehicles involved in traffic accidents.
7. Extinguishment of a motor vehicle fire.
8. Debris removal, Hazmat removal, fluid removal, or any other mitigation or operational tasks performed by a fire company at the scene.
9. Non-court ordered non-residents who request a child seat installation.

10. All court ordered installations of a child car seat regardless of residency.

11. False alarms.

(C) Fee Schedule. Fees for the acts enumerated in subsection (B) above, shall be charged to the responsible party in accordance with the following schedule:

Per fire engine per hour: \$250.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby
Per truck company per hour: \$250.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby
Per ambulance company per hour \$250.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby

Per administrative vehicle per hour \$100.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby
Per service vehicle per hour \$100.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby
Per each personnel per hour \$70.00	Negligent/careless acts Malicious or incendiary acts DUI Salvage operations Fire company standby

For the above acts, a minimum of one (1) hour shall be charged. Subsequent hours shall be billed at quarter (1/4) hour increments.

\$500.00	Extrication of persons from vehicles*
\$500.00	Extinguishment of motor vehicle fire*
\$500.00	Removal of debris, Hazmat, fluids, or any other mitigation or operational tasks at the scene*
\$35.00	Non-court ordered non-residents who request child car seat installation

\$100.00	Court ordered installation of child car seat regardless of residency
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* These costs shall also include the costs of all materials and equipment used, expended, depleted, destroyed or removed from service as a result of the service provided.

Warning letter but no fee	First and second false alarm in a 12-month period
\$50.00 -\$500.00	Each additional false alarm in a 12-month period, after the first 2, with each subsequent false alarm after the 3 rd increased by \$50.00, but not to exceed \$500.00 per incident
\$500.00	Any intentional false alarm, regardless of occurrences in the preceding 12-month period

(D) Waiver of Fees. It is within the Fire Chief's, or his/her designee, discretion to waive or reduce any fee based on mitigating circumstances.

(F) Invoice/Payment. An invoice for the payment of the service fees set forth in subsection (C) above, shall be sent to the responsible party 's insurance carrier, or to the responsible party directly if there is no insurance involved. Payment shall be due upon the rendering of an invoice or statement by the City or its authorized billing and collection service corporation or agent.

(G) Ambulance Service. The Fire Department may provide ambulance and rescue service in case of an emergency requiring the per-hospital care and transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless at the time of the dispatch of a Fire Department vehicle.

1. The response area shall be limited to the territory within the corporate limits of the City. Service outside the City's corporate limits shall be limited to:

- a. Circumstances governed by contract or mutual-aid agreement; and
- b. Extreme life-saving necessity.

2. Except when personnel or equipment is needed for continued life-saving support, the Fire Chief shall assure that neither personnel nor equipment is unduly delayed in:

- a. Dispatch to, or departure from, the scene;
- b. Transportation to and from the hospital; or
- c. Within a hospital.

3. Fees for ambulance service shall be as follows:

a. Fees for "Basic Life Support services (BLS):

	Resident	Non-Resident
Basic Rate	\$650.00	\$750.00
Rate per Mile	\$15.00	\$15.00

b. Fees for "Advanced Life Support" services (ALS):

	Resident	Non-Resident
Basic Rate	\$750.00	\$850.00
Rate per Mile	\$15.00	\$15.00

c. Fees for "Advanced Life Support 2" services (ALS2)

	Resident	Non-Resident
Basic Rate	\$850.00	\$950.00
Rate per Mile	\$15.00	\$15.00

d. Additional fees provided at any level of care:

Immobilization	\$100.00
King Blades	\$50.00
10 Needles	\$50.00

e. Additional Non-Transport fees:

Treatment - No-Transport when EMS supplies are used	\$50.00
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Fees, other than the basic rate, shall be on an "as needed/if used" basis.

The above rates shall automatically increase three percent (3%) annually.

4. Medicare Coverage. Notwithstanding any other provisions of this subsection, patients covered under the federal medicare system shall be billed only under the appropriate billing code as provided under the uniform Medicare fee schedule for service, and based on the services provided and applicable mileage.

5. Third-Party Insurer. All persons who receive ambulance and/or life safety services from the City and who have insurance coverage which provides for the payment, in whole or in part, of the ambulance and/or life-safety service fee, are covered by a governmental entity program such as Medicare that provides for the payment, in whole or in part, of the service fee, or who have the ability to obtain reimbursement, in whole or in part, of the service fee from a non-insurance/non-governmental entity third party, shall upon request of the City or its authorized billing and collection service corporation or agent, provide the names and addresses of said third party to the City. (The term "third party" shall mean any such insurance company, governmental entity, or other third party as referenced in the foregoing sentence). The City shall prepare and issue to the third party an invoice for such service fees in accordance with the appropriate service fee schedule as set forth above.

6. Tort Liability and Lien Rights. In the event any person who has received services from the City is entitled to compensation from a third party which is allocable to the ambulance and/or life-safety service fee, such compensation shall be promptly forwarded by said person to the City. The City shall have the right to serve a lien upon the recipient of the services and any tortfeasor involved in causing the need for services. The recipient of services shall be under an

affirmative duty to provide contact information to assist the City in preparing and serving such a lien. By serving such a lien, the City does not waive the right to compensation from the recipient, but such lien shall be considered additional security to ensure ultimate payment of all sums properly due and owing. Under no circumstances shall any term or provision of this subsection adversely affect the rights of the City as set forth in the Illinois Health Care Services Lien Act, 770 ILCS 23/1 *et al.*, and as amended from time to time, or any other similar statute.

7. Exemptions. The City shall waive the stated fees under the following circumstances:
 - a. Any current member of the City of Country Club Hills Fire Department while on active duty.
 - b. Any member of another Fire Department that is on assignment in the City and is rendering aid under a mutual aid agreement.
 - c. Any employee of the City including unpaid and volunteer personnel, while performing active duties for the City.

8. Hardship Waivers. The City may waive service fees for specific residents upon application in writing certifying that payment of such fees will cause undue hardship on the resident. Said request for waiver fees shall be addressed to the City Finance Supervisor for review. All requests for hardship waiver shall indicate in writing the location and date on which services were performed and the specific reason for the waiver being requested. The burden shall be on the

applicant to demonstrate sufficient cause to justify a waiver. The Finance Supervisor and Fire Chief shall review all hardship waiver requests and determine if a hardship waiver for service fees shall be approved. Said waiver approval shall apply solely to the one specific incident listed in the waiver request. All decisions must remain confidential as required by applicable federal and state law, and shall not be published nor shall they be subject to the Illinois Freedom of Information Act ("FOIA").

9. Mutual Aid Charges. If an ambulance owned and operated by the Fire Department responds under a request for mutual aid to another jurisdiction to render care and/or transport of any resident or residents of that jurisdiction during the course of that mutual aid response, said resident(s) shall be billed at the same rate as residents of the City of Country Club Hills.

ARTICLE 4 -PART-TIME POLICE OFFICERS

2.4.01 APPOINTMENTS

- (A) The Mayor, or his duly authorized designee, is hereby authorized to appoint such number of part-time police officers as employees as is deemed necessary to provide fully adequate police services at all times to all areas of the City. Such appointments shall be subject to budget limits as may be set from time to time by the Mayor and City Council. Prior to appointment, all part-time police officers shall be subject to a background check which shall include being fingerprinted and their fingerprints checked with the Federal Bureau of Identification, Washington, D.C. and the Illinois State Police, Bureau of Identification, for any possible criminal record. No person

shall be appointed as a part-time police officer if he/she has been convicted of a felony or other crime involving moral turpitude.

- (B) Part-time police officers shall be members of the City's Police Department, except for pension purposes. Part-time police officers shall not be subject to the Rules and Regulations of the Board of Fire and Police Commissioners. The Chief of Police shall have the power to terminate a part-time police officer, with or without cause, at any time.
- (c) Part-time police officers shall not be assigned under any circumstances to supervise or direct full-time police officers and shall not be used as permanent replacements for permanent full-time police officers.
- (D) A person hired as a part-time police officer must obtain from the Illinois Law Enforcement Training Standards Board ("Board"), a certificate:
 - 1. Attesting to his/her successful completion of the part-time police training course;
 - 2. Attesting to his/her satisfactory completion of a training program of similar content and number of hours that has been found acceptable by the Board under the provisions of the Illinois Police Training Act; or
 - 3. Attesting to the Board's determination that the part-time police training course is unnecessary because of the person's extensive prior law enforcement experience.
- (E) A person hired on or after the effective date of this Article 3, must obtain the Board's certificate within eighteen(18) months after the date of hire by the City as a part-time police officer. The City may seek a waiver from the Board extending the period of compliance only for good and justifiable reasons as

determined by the Board. The probationary part-time police officers may not practice as a part-time police officer during this waiver period. If training is required and not completed within the applicable time period, as extended by any waiver that may be granted by the Board, then the probationary part-time police officer must forfeit his/her position.

2.4.02 HIRING STANDARDS

- (A) Education and Experience. Any person appointed as a part-time police officer in the City of Country Club Hills must possess a diploma from an accredited high school or a GED.
- (B) Minimum Age. Any person appointed as a part-time police officer in the City must be twenty-one (21) years of age or older at the time of application.
- (C) Other Requirements. Any person appointed as a part-time police officer in the City must:
1. Possess a valid Class D Illinois driver's license;
 2. Be a United States citizen;
 3. Have no felony convictions or disqualifying criminal histories;
 4. Have 20/1 00 binocular vision without glasses, correctable to 20/20 with glasses and shall not be color blind;
 5. Be able to pass a background investigation and any other examinations the City may require; and
 6. Possess State certification as a police officer or successfully obtain from the Illinois Enforcement Training Standards Board a waiver of such certification due to his/her successful completion of the part-

time police officer training course or his/her satisfactory completion of a training program of similar content and number of hours that has been found acceptable by the Board under the provisions of the Illinois Police Training Act.

2.4.03 POWERS AND DUTIES

- (A) Part-time police officers are sworn, part-time officers of the Country Club Hills Police Department. Part-time police officers shall perform those duties as prescribed in the written directives of the Police Department and in compliance with supervisory direction. Part-time police officers are responsible for performing various duties related to the protection of life and property, enforcement of criminal and traffic laws, rendering services, crime prevention, preservation of the public peace, and the apprehension of violators of the law. It shall be the duty of each part-time police officer of the Police Department to conduct him-or herself in a proper and law abiding manner, and to avoid the use of unnecessary force.
- (B) Part-time police officers shall at all times during the performance of their duties, be subject to the direction and control of the Chief of Police and under the command of the Commander of the Patrol Division, and directly supervised by the Patrol Sergeant.
- (C) The duties of part-time police officers shall include, but not be limited to carrying out all regular assignments, all duties and responsibilities of a patrol officer, special details, and specific event assignments as directed by the Chief of Police or the Commander of the Patrol Division. Such duties shall include but not be limited to the following:

1. Report for duty at the time specified by his/her superior officer. Part-time police officers, when going on duty, shall become fully aware of the description of wanted persons, stolen vehicles, traffic and crime trends, stolen property, missing persons, new departmental directives, and official information of the Police Department;
2. Report for duty in regulation uniform and keep it in presentable condition. Part-time police officers shall wear their stars in plain view while on duty;
3. After assignments and inspection, proceed to their patrol assignments without delay or loitering at the police station. Part-time police officers shall remain in their assigned zones or on their assignments during the tour of duty and shall not leave except by direction, permission or for authorized police business. Immediately after completion of police business at the police station, part-time police officers shall return to their assigned zones or assignments. Part-time police officers shall complete and submit all reports including their daily activity and vehicle maintenance sheets. All written reports and vehicle maintenance sheets shall be completed during that day's shift and prior to leaving the police station at the end of shift;
4. Patrol their assigned zones diligently while on duty; checking their equipment, radio, siren and lights to ascertain proper operation and accountability of required equipment whenever applicable. part-time police officers shall proceed to make a complete tour of their assigned zones, and inspect every place of business possible. They shall frequently re-check hazardous places requiring police attention;

5. Investigate all complaints and traffic accidents that may be assigned to them. Part-time police officers shall interview complainants, witnesses and/or informants whenever possible and do everything reasonably necessary to satisfy all parties involved, as may be consistent with good police work;
6. Report defective public utilities, *i.e.*, broken water mains, sewer cave-ins, defective street lights, streets and sidewalks in disrepair, traffic devices in need of repair or replacement, or any other situation that may constitute a hazard;
7. Answer calls promptly, operate their assigned vehicles at a moderate speed and in such a manner as to not endanger life and/or property;
8. Observe and act upon any condition or event which requires police attention, except when responding to a call that takes precedence;
9. Operate their assigned vehicles in accordance with the law and/or rules, regulations, or other written directives, and setting a good example to all citizens in this respect. Part-time police officers shall report any mechanical defect or damage needing attention on the proper form. If the condition of the assigned vehicle is such that continued operation is not possible, the part-time police officer shall request the assignment of another vehicle from his/her immediate supervisor;
10. Make arrests and serve arrest warrants as prescribed by law. Part-time police officers shall concern themselves with maintenance of law and order, preservation of the peace, prevention of crime, recovery of stolen property, apprehension of offenders, repression of crime, regulation of conduct and traffic, custody of prisoners and general police service to the public;

11. Strictly obey and promptly execute all lawful orders issued by their superior officers;
12. Notify their immediate supervisor of any serious or emergency situation;
13. Refrain from discussing any internal matters with the general public. All matters of a serious or confidential nature shall not be released to the news media without supervisory clearance from the top of the chain of command;
- 14.
15. Notify the proper authority of any extended unavailability for calls;
16. Devotion of their entire time and attention to performing their assignments;
17. Cooperation with all police personnel, federal, state, county and all other bona fide law enforcement agencies;
18. Acquaint themselves with the causes and location of accidents and traffic congestion in their assigned zones and application of proper enforcement methods to relieve such conditions if possible; and
19. Take such action they deem advisable and which is consistent with good police work and common sense in the performance of their duties, including but not limited to the instruction, warning or arrest of traffic violators.

2.4.04 FIREARMS

The Chief of Police, in his/her discretion, shall have the right at any time to ban part-time police officers from carrying their firearms except when in uniform and in the performance of their duties.

2.4.05 TRAINING REQUIREMENTS

Part-time police officers shall be trained under the Intergovernmental Enforcement Officer's In-Service Training Act in accordance with the procedures for part-time police officers established by the Illinois Law Enforcement Training Standards Board. Such part-time police officers shall, prior to entering upon any of their duties, receive a course of training within the Country Club Hills Police Department to include, but not be limited to, police procedures, laws of arrest, search and seizure, deadly force, traffic law, criminal code and any other pertinent training issues covering rules and regulations, directives, policies and procedures. Such course of training shall not be less than forty (40) hours in duration.

2.4.06 COMPENSATION AND HOURS WORKED

Part-time police officers shall be paid an hourly wage for each hour of service performed for the Police Department. Such part-time police officers shall work no more than thirty-six (36) hours per week when averaged over each six (6) month period.

2.4.07 WORKER'S COMPENSATION

Part-time police officers shall be considered employees of the City and as such shall be covered by the provisions of the Illinois worker's compensation statute.

2.4.08 OUTSIDE EMPLOYMENT

Part-time police officers shall not engage in or accept outside employment as part-time police officers in any other municipality, as law enforcement personnel, or as security personnel for private