

CHAPTER 30

PUBLIC SAFETY

ARTICLE I – CIVIL EMERGENCY

30-1-1 **DEFINITIONS.**

"CIVIL EMERGENCY" is hereby defined to be:

(A) **A "riot or unlawful assembly"** characterized by the use of actual force or violence or any power to execute by **three (3)** or more persons acting together without authority of law; or

(B) **Any "natural disaster" or "man-made calamity"**, including flood, conflagration, cyclone, tornado, earthquake, or explosion within the corporate limits of the Village, resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

"CURFEW" is hereby defined as a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the Village, excepting officials of any governmental unit and persons officially designated to duty with reference to the civil emergency.

30-1-2 **DECLARATION OF EMERGENCY.** Whenever an emergency as defined in **Section 30-1-1** of this Article exists, the Mayor shall declare the existence by means of a written declaration, setting forth the facts which constitute the emergency.

30-1-3 **CURFEW.** After proclamation of a civil emergency by the Mayor, he may order a general curfew applicable to such geographical areas of the Village or to the Village as a whole, as he deems advisable, and applicable during such hours of the day or night as he deems necessary in the interest of the public safety and welfare.

30-1-4 **AUTHORITY OF MAYOR TO ISSUE ORDERS.** After the proclamation of a civil emergency, the Mayor of the Village may also, in the interest of public safety and welfare, make any or all of the following orders:

(A) Order the closing of all retail liquor stores, including taverns and private clubs or portions thereof wherein the consumption of intoxicating liquor and beer is permitted.

(B) Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer.

(C) Order the discontinuance of selling, distributing, or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.

(D) Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.

(E) Issue such other orders as are imminently necessary for the protection of life and property.

30-1-5 **EFFECTIVENESS.** The proclamation herein authorized shall be effective for a period of **forty-eight (48) hours** unless sooner terminated by a proclamation of the Mayor indicating that the civil emergency no longer exists. The Mayor shall have the power to reproclaim the existence of a civil emergency at the end of each **forty-eight (48) hour** period during the time the civil emergency exists.

30-1-6 **NOTIFICATION.** Upon issuing the proclamation herein authorized, the Mayor shall notify the news media situated within the Village and shall cause **three (3) copies** of the proclamation declaring the existence of the emergency to be posted at the following places within the Village:

- (A) The Village Hall;
- (B) The Post Office;
- (C) Police Station.

(Ord. No. 422; 08-05-68)

ARTICLE II - POLICE DEPARTMENT

30-2-1 **CREATION AND MEMBERS.** There is hereby created and established a Police Department of the Village which shall consist of the Chief of Police and such number of other police officers of the following rank in descending order, if any, as the President and Board of Trustees shall from time to time deem necessary and designate:

- (A) Police Lieutenant;
- (B) Police Sergeant;
- (C) Police Patrolman;
- (D) Probationary Police Patrolman. **(Ord. No. 99-26; 09-07-99)**

30-2-2 **APPOINTMENT.** The Chief shall be appointed annually by the Mayor by and with the consent of the Board of Trustees and on resignation, discharge or failure of re-appointment, as Chief, prior to attaining eligibility to retire on a pension, such officers shall revert to such rank in the Department as was held prior to appointment as Chief. All other officers shall be appointed or promoted through the procedures of the Board of Fire and Police Commissioners as provided by **Division 2.1 of Article 10 of the Illinois Municipal Code (65 ILCS 5/10-2.1-1 et seq.)**, and, except for temporary appointments as therein authorized, shall serve for a continuous term until retirement during good conduct and faithful performance of duties in compliance with lawful direction of superior officers. No police officer shall be discharged or suspended except for cause on written charges as therein provided or otherwise in conformity with any collective bargaining agreement that may be in place. The Chief may be removed or discharged, as Chief, by the Mayor who shall file with the corporate authorities the reason for such removal and discharge, which removal or discharge shall not become effective unless confirmed by a majority vote of the corporate authorities. **(Ord. No. 99-26; 09-07-99)**

30-2-3 **OATH, BOND AND QUALIFICATIONS.** Each police officer shall on appointment take and subscribe the following oath:

"I do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois, and that I will faithfully discharge my duties as Police Officer of the Village of Bethalto according to the best of my ability."

Such police officers shall execute Bond in the sum of **Five Hundred Dollars (\$500.00)** to the Village conditioned upon the faithful performance of all duties and payment of all monies received by such police officer. All police officers during the period of their service shall reside in the Village and shall not be a defaulter or indebted to the Village in any manner. All police officers shall within **twelve (12) months** of their appointment take the approved basic training course of the Illinois Law Enforcement Officers Training Board under the Illinois Police Training Act (**Ill. Comp., Stat., Ch. 50 Sec. 305/1**), as provided by the Village Board. **(Ord. No. 78-1; 03-06-78)**

30-2-4 **POWERS AND DUTIES.** It shall be the duty of all police officers to see to the enforcement of all ordinances of the Village and all state statutes effective in the Village, to preserve order, prevent infractions of the law and to arrest and prosecute violations thereof according to law and ordinance. Such police officer shall have power to arrest or cause to be arrested, with or without process, all persons who break the peace, or are found violating any municipal ordinance or any criminal law of the State; to commit arrested persons for examination; if necessary, to detain arrested persons in custody overnight or Sunday in any safe place, or until they can be brought before the proper court; and to exercise all other powers as conservators of the peace that the corporate authorities may prescribe.

All warrants for the violation of municipal ordinances, or the State criminal law, to whomsoever directed, may be served and executed within the limits of a municipality by any police officer thereof. For this purpose police officers have all the common law and statutory power of sheriffs.

Police officers shall take notice of all nuisances or obstructions or defects in the streets or highways, water leaks, defective street lights, building construction, dramshop and license violations, notify the Mayor and Board of Trustees, the Public Works Director, and Water Superintendent, or other proper person whose duty it may be to attend to the same and shall assist the Fire Department in emergencies and prevent persons from hindering or obstructing the Fire Department in the performance of their duties within the Village. **(Ord. No. 78-1; 03-06-78)**

30-2-5 **MEDICAL COSTS OF PRISONERS HELD BY LOCAL POLICE AND RECOVERY.** The Village of Bethalto Police Department, the arresting authority, may be responsible for any incurred medical expenses relating to the arrestee until such time as the arrestee is placed in the custody of the Sheriff. However, the Village Police Department shall not be so responsible if the arrest was made pursuant to a request by the Sheriff. Medical expenses relating to the arrestee means only those expenses incurred for medical care or treatment provided to an arrestee during the course of his/her arrest, but does not include any expenses incurred for medical care or treatment provided to an arrestee for a prior existing condition. Pursuant to that duty, the Village authorities may institute civil actions to recover those expenses from the arrestee when necessary. **(Ord. No. 92-8; 03-16-92) (Formerly Sec. 30-2-4.1)**

30-2-6 **DUTY OF CHIEF.** The Chief of Police shall be responsible for the performance by the Police Department of all its functions and all persons who are members of the Department shall serve subject to the orders of the Chief of Police. The Chief shall be keeper of the Village jail, shall have custody of all persons incarcerated therein and shall be custodian of all lost, abandoned or stolen property in the Village. The Chief shall perform or cause to be performed by the Police Department such other duties and functions as shall now or hereafter be prescribed to be performed by the Police Department by State law or by ordinance or resolution of the Village Board. The Chief of Police shall keep such records and make such reports concerning activities of the Police Department as may be required by Statute or Ordinance. The Chief of Police, or in the absence of the Chief, the next highest ranking officer available, shall attend all regular meetings of the Village Board and make written and verbal reports of the actions of the police department for the previous month. **(Ord. No. 78-1; 03-06-78) (Formerly Sec. 30-2-5)**

30-2-7 **RESERVED.**

30-2-8 **NEGLECT OF DUTY.** Any police officer who shall be absent without cause or permission, or who shall neglect or refuse to perform any duty required by State law, ordinance or resolution of the Village Board or order or direction of a superior officer, or the Mayor, or who in the discharge of official duties shall be guilty of fraud, extortion, oppression or willful wrong or injustice shall be deemed guilty of an offense and shall be punished accordingly by reprimand, censure, suspension or discharge. In event the Chief of Police shall deem any such offense cause for suspension or discharge, the Chief shall make written charges thereof to the Board of Fire and Police Commissioners of the Village for hearing and action thereon as provided by law **(65 ILCS Sec. 5/10-2.1-17)**. Any officer who is reprimanded or censured by a superior officer may appeal to the Chief of Police. **(Ord. No. 78-1; 03-06-78)**

30-2-9 **COMPENSATION.** Police officers shall receive such compensation as may be fixed and established by the annual salary ordinance passed by the Mayor and Board of Trustees. **(Ord. No. 78-1; 03-06-78)**

30-2-10 **AUXILIARY POLICE.** The Chief of Police shall supervise and direct the auxiliary police in the performance of their duties. Auxiliary police shall be appointed and perform such duties as provided by **Ordinance No. 443** of the Village passed and approved **September 2, 1969**, as amended and according to law (**65 ILCS 5/3-6-5**). Auxiliary police shall not be officers of the Village or members of the Police Department. (**Ord. No. 78-1; 03-06-78**)

30-2-11 **CLERKS, TYPISTS, STENOGRAPHERS, RADIO DISPATCHERS AND OTHER ASSISTANTS.** Such clerks, typists, stenographers, radio dispatchers, and other assistants as may be needed from time to time shall be appointed by the Mayor by and with the consent of the Village Board. They shall perform such duties as keeping police records, writing correspondence, answering telephones and dispatching radio calls to police cars, to firemen, the Public Works Director and the Water and Sewer Department Superintendent, and other Village employees. They shall be under the direction and the supervision of the Chief of Police. They shall not be police officers or members of the Police Department and shall not be required to qualify as police officers and shall perform no police duties. (**Ord. No. 78-1; 03-06-78**)

30-2-12 **MUTUAL AID CONTRACT.** The Police Department, with the approval of the Village Board, may enter into an agreement to provide police protection to neighboring municipalities.

30-2-13 **LEGAL PROCESSES.** All police shall have power and authority to execute Village warrants or other like legal process outside the corporate limits of the Village and within such distance therefrom as authorized by law, in all cases when any ordinances of the Village Board made pursuant to law shall prescribe a penalty for the violation of any of its provisions by persons residing, acting or doing business within the limits of the Village.

30-2-14 **ASSISTING POLICE OFFICER.** Every police officer of the Village may, at any time, call upon any able-bodied person above the age of **eighteen (18) years** to aid him in the arresting or retaking or holding in custody of any person guilty of having committed any unlawful act or charged therewith, or to aid such officer in preventing the commission of any unlawful act.

30-2-15 **AIDING FIRE DEPARTMENT.** Every police officer shall aid the fire department by giving the alarm in case of fire, and in clearing the streets or grounds in the immediate vicinity of any fire so that the firemen shall not be hindered or obstructed in the performance of their duties.

30-2-16 **FAILURE TO PERFORM.** Any member of the Police Department who shall neglect or refuse to perform any duty required of him by the Code of the Village or the rules and regulations of the Department, or who shall, in the discharge of his official duties, be guilty of any fraud, favoritism, extortion, oppressions or willful wrong or injustice, shall be subject to removal from office.

30-2-17 **AIDING IN ESCAPE.** It shall be unlawful for any person in this Village to resist or obstruct any member of the Police Force in the discharge of his duty or to endeavor to do so, in any manner, assist any person in the custody of any member of the Police Force to escape or to attempt to escape from such custody or to attempt to rescue any such person in custody.

30-2-18 **USE OF INTOXICATING LIQUOR.** No member on an active tour of duty or while wearing the official policeman's badge of the Village shall indulge in the use of intoxicating liquor of any kind, and intoxication at any time shall be sufficient cause for removal.

30-2-19 **WITNESS FEES.** Any member of the Police Department shall appear as witness whenever this is necessary in a prosecution for a violation of an ordinance or of any State or Federal law. No such member shall retain any witness fee for service as witness in any action or suit to which the Village is a party; and fees paid for such services shall be turned over to the Chief of Police, who shall deposit the same with the Village Treasurer.

30-2-20 **RULES AND REGULATIONS.** The Chief of Police may make or prescribe such rules and regulations for the conduct and guidance of the members of the Police Department as he shall deem advisable, and such rules, when approved by the Mayor and Village Board, shall be binding on such members. The "Rules and Regulations Manual" shall prescribe the conduct of the members of the Police Department.

30-2-21 **STOLEN PROPERTY.** The Chief of Police shall be the custodian of all lost and abandoned or stolen property in the Village.

30-2-22 **PART-TIME POLICE.**
(A) **Employment.** The Village may employ part-time police officers from time to time as they deem necessary.

(B) **Duties.** A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the General Orders of the Bethalto Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Illinois Police Training Act (**50 ILCS 705/1 et seq.**) and the rules and requirements of the ILETSB.

(C) **Hiring Standards.** Any person employed as a part-time police officer must meet the following standards:

- (1) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- (2) Be at least **twenty-one (21) years** of age.
- (3) Pass a medical examination.
- (4) Possess a high school diploma or GED certificate.
- (5) Possess a valid State of Illinois driver's license.
- (6) Possess no prior felony convictions.
- (7) Any individual who has served in the U.S. Military must have been honorably discharged.

(D) **Discipline.** Part-time officers shall be under the disciplinary jurisdiction of the Chief of Police. Part-time police officers serve at the discretion of the Village authorities, shall not have any property rights in said employment, and may be removed by the Village authorities at any time. Part-time police officers shall comply with all applicable rules and General Orders issued by the Police Department.

(Ord. No. 2012-03; 03-05-12)

(65 ILCS 5/11-1-2)

ARTICLE III - AUXILIARY POLICE

30-3-1 **AUXILIARY POLICE ESTABLISHED.** The Mayor shall, with the advice and consent of the Board of Trustees, appoint auxiliary policemen as employees of the Village in such numbers as they may from time to time deem necessary. All auxiliary policemen shall be residents of the Village. Prior to appointment, all proposed auxiliary policemen shall be fingerprinted and their fingerprints shall be checked with the Federal Bureau of Identification, Washington, D. C., for any possible criminal record. No person shall be appointed as an auxiliary policeman if he has been convicted of a felony or other crime involving moral turpitude. The appointment of any auxiliary policeman shall terminate on removal from the Village, or by termination by the Mayor, with the advice and consent of the Village Board. **(Ord. No. 443; 09-02-69)**

30-3-2 **TRAINING REQUIRED.** Auxiliary policemen, prior to entering upon any of their duties, shall receive a course of training in the use of weapons and other police procedures as provided by the Village Chief of Police. Upon completion of the course of training, the applicant shall take such written and oral tests and examination as the Village Chief of Police shall prescribe. He shall file a certificate attesting to the auxiliary policeman's satisfactory completion of said tests with the Village Clerk. **(Ord. No. 443; 09-02-69)**

30-3-3 **NOT MEMBERS OF POLICE DEPARTMENT.** Such auxiliary policemen shall not be members of the regular Police Department of the Village. Identification symbols worn by such auxiliary policemen shall be different and distinct from those used by the regular Police Department and shall be selected and chosen by the Chief of Police. Auxiliary policemen shall at all times during the performance of their duties be subject to the direction and control of the Chief of Police. All auxiliary policemen shall also be known as "special policemen". **(Ord. No. 443; 09-02-69)**

30-3-4 **POWERS AND DUTIES.** Auxiliary policemen shall have the following powers and duties, when properly assigned and on duty:

- (A) To aid or direct traffic in the municipality;
- (B) To aid in control of natural or man-made disasters;
- (C) To aid in case of civil disorder;
- (D) To perform normal and regular police duties when assigned by the Chief of Police on occasions when it is impractical for members of the regular Police Department to perform normal and regular police duties;
- (E) To arrest or cause to be arrested, with or without process, all persons who break the peace, or are found violating any municipal ordinance or any criminal law of the state;
- (F) To commit arrested persons for examination;
- (G) If necessary, to detain arrested persons in custody overnight or Sunday in any safe place, or until they can be brought before the proper magistrate;
- (H) To exercise all other powers as conservators of the peace that the corporate authorities may prescribe;
- (I) To serve and execute all warrants for the violation of municipal ordinances, or the state criminal law, within the limits of the Village; and for this purpose to have all common law and statutory powers of sheriffs.

30-3-5 **FIREARMS.** Auxiliary policemen shall not carry firearms except with the permission of the Chief of Police of the Village and then only in the performance of their duties. **(Ord. No. 443; 09-02-69)**

30-3-6 COMPENSATION. Auxiliary policemen shall receive individual compensation for services performed in the amount of **One Dollar (\$1.00)** per year and such fringe benefits as may be provided under the "**Workmen's Compensation Act**" and the "**Law Enforcement Officers and Firemen Compensation Act**" of the State of Illinois. The auxiliary policemen shall form a voluntary not-for-profit association for the purpose of holding meetings, establishing a course of training, electing officers, and to provide for other activities of such association as auxiliary policemen, and to provide for the use and disbursement of funds from donations, payments for the performance of auxiliary police duties, or from other sources. The by-laws of such association and all amendments shall be subject to approval of the Village Board. Only persons duly commissioned as auxiliary police shall be qualified to become or remain members of such association. All funds shall be used for the purchase of uniforms, equipment, courses of training, or other auxiliary police purposes. No funds shall ever be paid or distributed to or for the use of any individual member, except reimbursement for actual out-of-pocket expenses. **(Ord. No. 70-2; 08-03-70)**

ARTICLE IV - EMERGENCY MANAGEMENT AGENCY (EMA)**30-4-1 POLICY AND PROCEDURES.**

(A) Because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in this or in a neighboring municipality of atomic or other means from without, or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, or other natural or man-made causes, and in order to insure that this municipality will be prepared to and will adequately deal with any such disasters, preserve the lives and property of the people of this municipality and protect the public peace, health and safety in the event of such a disaster, it is found and declared to be necessary:

- (1) To create a municipal emergency management agency;
- (2) To confer upon the Mayor the extraordinary power and authority set forth under Article I of this Chapter (**65 ILCS Sec. 5/11-1-6**).
- (3) To provide for the rendering of mutual aid to other cities and political subdivisions with respect to the carrying out of emergency management operations.

(B) Whenever the Mayor determines after an investigation that a dangerous situation or a potentially dangerous situation exists which could cause death to individuals or serious injury to property or the health and welfare of public, the Mayor may declare that a state of emergency exists. The extraordinary powers may not be exercised until an ordinance shall have been adopted which shall establish standards for the determination by the Mayor of when the state of emergency exists and shall provide that the Mayor may not exercise such extraordinary power and authority except after signing under oath a statement finding that such standards have been met, setting forth facts to substantiate such findings, describing the nature of the emergency and declaring that a state of emergency exists. This statement shall be filed with the Clerk of the municipality as soon as practical. A state of emergency shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared. A subsequent state of emergency may be declared if necessary.

(C) It is further declared to be the purpose of this Code and the policy of the municipality that all emergency management programs of this municipality be coordinated to the maximum extent with the comparable functions of the federal and state governments, including their various departments and agencies, of other municipalities and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur.

30-4-2 LIMITATIONS. Nothing in this Code shall be construed to:

(A) Interfere with the course or conduct of a private labor dispute, except that actions otherwise authorized by this Code or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;

(B) Interfere with dissemination of news or comment of public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, and newspapers) may be requested to transmit or print public service messages furnishing information or instructions in connection with a disaster;

(C) Affect the jurisdiction or responsibilities of police forces, fire fighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but state and local emergency operations plans shall place reliance upon the forces available for performance of functions related to disaster emergencies;

(D) Limit, modify, or abridge the authority of the Mayor and the Village Board to exercise any other powers vested in them under the constitution, statutes, or common law of this State, independent of or in conjunction with any provisions of this Code.

30-4-3 DEFINITIONS. As used in this Code, unless the context clearly indicates otherwise, the following words and terms shall have the definitions hereinafter ascribed:

(A) **Coordinator** means the staff assistant to the Mayor with the duty of carrying out the requirements of this Code.

(B) **Disaster** means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, explosion, critical shortages of essential fuels and energy, riot, or hostile military or paramilitary action.

(C) **Emergency Management** means the efforts of this municipality to develop, plan, analyze, conduct, implement and maintain programs for disaster mitigation.

(D) **Emergency Operations Plan** means the written plan of the municipality describing the organization, mission and functions of the government and supporting services for responding to and recovery from disasters.

(E) **Emergency Services** means the preparation for and the carrying out of such functions, other than functions for which military forces are primarily responsible, as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from disasters caused by fire, flood, earthquake, or other man-made or natural causes. These functions including, without limitation, fire-fighting services, police services, emergency aviation services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to protecting life or property.

(F) **Political Subdivision** means any county, city, village, or incorporated town.

30-4-4 EMERGENCY MANAGEMENT AGENCY.

(A) There is hereby created an emergency management agency and a coordinator of the emergency management agency, herein called the "coordinator", who shall be the head thereof. The coordinator shall be appointed by the Mayor with the advice and consent of the Board. He shall serve at the pleasure of the Mayor.

(B) The Emergency Management Agency shall obtain, with Board approval, such technical, clerical, stenographic and other administrative personnel, and may make such expenditures within their appropriation therefor as may be necessary to carry out the purpose of this Code.

(C) The coordinator, subject to the direction and control of the Mayor, shall be the executive head of the Municipal Emergency Service and Disaster Agency, and shall be responsible under the direction of the Mayor for carrying out the program for emergency management operations of this municipality. He shall coordinate the activities of all organizations for emergency management operations within this municipality and shall maintain liaison, and cooperate with, the civil defense and emergency management agencies and organization of the county, other counties and municipalities, and of the federal and state government.

In the event of the absence, resignation, death, or inability to serve by the coordinator, the Mayor or any persons designated by him, shall be and act as coordinator until a new appointment is made as provided in this Code.

(D) The Municipal Emergency Management Agency shall take an integral part in the development and revision of the local emergency operations plan.

(E) In the development of the emergency operations plan, the municipal emergency management agency shall interrelate with business, labor, industry, agriculture, civic and volunteer organizations, and community leaders.

(F) The Municipal Emergency Management Agency shall:

- (1) Determine the requirements of the municipality for food, clothing and other necessities in the event of an emergency;
- (2) Develop an Emergency Operations Plan that meets the standards promulgated by the Illinois Emergency Management Agency;
- (3) Biannually review and revise the local Emergency Operations Plan;

- (4) Establish a register of persons with types of training and skills in emergency prevention, preparedness, response and recovery;
- (5) Establish a register of government and private response resources available for use in a disaster;
- (6) Prepare, for issuance by the Mayor, ordinances, proclamations and regulations as necessary or appropriate in coping with disasters.
- (7) Cooperate with the federal, state and county government and any public or private agency or entity in achieving any purpose of this Code and in implementing programs for disaster prevention, preparation, response and recovery;
- (8) Initiate and coordinate planning for:
 - (a) The establishment of an emergency operating center;
 - (b) The implementation of a 911 system.
- (9) Do all other things necessary, incidental or appropriate for the implementation of this Code.

30-4-5

EMERGENCY MANAGEMENT POWERS OF THE MAYOR.

(A) The Mayor shall have the general direction and control of the emergency management agency, and shall be responsible for the carrying out of the provisions of this Code.

(B) In performing his duties under this Code, the Mayor is authorized to cooperate with state and federal governments and with other municipalities and political subdivisions in all matters pertaining to emergency management operations defined in this Code.

(C) In performing his duties under this Code, the Mayor is further authorized:

- (1) To make, amend and rescind all lawful necessary orders, rules and regulations of the local disaster plan to carry out the provisions of this Code within the limits of the authority conferred upon him.
- (2) To cause to be prepared a comprehensive plan and program for the emergency management of this municipality which plan and program shall be integrated into and coordinated with disaster plans of the state and federal governments and other political subdivisions, and which plan and program may include:
 - (a) Prevention and minimization of injury and damage caused by disaster;
 - (b) Prompt and effective response to disaster;
 - (c) Emergency relief;
 - (d) Identification of areas particularly vulnerable to disasters;
 - (e) Recommendations for zoning, building and other land-use controls, safety measures for securing permanent structures and other preventive and preparedness measures designed to eliminate or reduce disasters or their impact;
 - (f) Assistance to local officials in designing local emergency action plans;
 - (g) Authorization and procedures for the erection or other construction of temporary works designed to protect against or mitigate danger, damage or loss from flood, conflagration or other disaster;
 - (h) Organization of municipal manpower and chains of command;
 - (i) Coordination of local emergency management activities;
 - (j) Other necessary matters.
- (3) In accordance with such plan and program for the emergency management of this municipality, and out of funds appropriated for such purposes, to procure and preposition supplies, medicines, materials and equipment to institute training programs and public information programs, and to take all other preparatory steps, including the partial or

full mobilization of emergency management organizations in advance of actual disaster to insure the furnishing of adequately trained and equipped forces for disaster operations.

- (4) Out of funds appropriated for such purposes, to make such studies and surveys of the industries, resources and facilities in this municipality as may be necessary to ascertain the capabilities of the municipality for the emergency management phases of preparedness, response, and recovery, and to plan for the most efficient emergency use thereof.

(D) The Mayor is authorized to designate space in a municipal building, or elsewhere for the emergency management agency as its office.

30-4-6 FINANCING.

(A) It is the intent of the Village Board and declared to be the policy of the municipality that every effort shall be made to provide funds for disaster emergencies.

(B) It is the Village Board's intent that the first recourse shall be to funds regularly appropriated to the agency. If the Mayor finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, and the Governor has proclaimed the municipality a disaster, he may make application for funds from the state disaster relief fund. If monies available from the fund are insufficient, and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient, he shall issue a call for an immediate session of the Village Board for the purpose of enacting ordinances as the Village Board may deem necessary to transfer and expend monies appropriated for other purposes, or borrow monies from the United States Government or other public or private sources. If less than a quorum of the members of the Village Board is capable of convening in session to enact such ordinances for the transfer, expenditure or loan of such monies, the Mayor is authorized to carry out those decisions until such time as a quorum of the Village Board can convene.

(C) Nothing contained in this Section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts, or payments in aid of disaster prevention, preparedness, response or recovery.

30-4-7 LOCAL DISASTER EMERGENCIES.

(A) A local disaster emergency may be declared only by the Mayor or Village Board. If declared by the Mayor, it shall not be continued for a period in excess of **seven (7) days** except by or with the consent of the Village Board. Any order or proclamation declaring, continuing or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed promptly with the municipal clerk.

(B) The effect of a declaration of a local disaster emergency is to activate any and all applicable local emergency operations plans and to authorize the furnishing of aid and assistance thereunder.

(C) During a local disaster emergency, the Mayor may suspend the provisions of any municipal ordinance prescribing procedures for the conduct of municipal business, or the orders, rules and regulations of any municipal agency, if strict compliance with the provisions of any ordinance, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency, as authorized by "**The Illinois Emergency Management Agency Act**", provided that, if the Village Board meets at such time, he shall act subject to the directions and restrictions imposed by that body.

30-4-8 TESTING OF DISASTER WARNING DEVICES. The testing of disaster devices including outdoor warning sirens shall be held only on the first Tuesday of each month at **10 o'clock** in the morning.

30-4-9 **MUTUAL AID ARRANGEMENTS BETWEEN POLITICAL SUBDIVISIONS.**

The coordinator for emergency management operations may, in collaboration with other public agencies within his immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions, municipal corporations or bodies politic within this state for reciprocal disaster response and recovery in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of such political subdivisions, municipal corporations or bodies politic as are parties thereto, in the manner provided by law, and unless and until filed with and approved in writing by the state director. Such arrangements shall be consistent with the state and local emergency management operations plan and program, and in the event of such disaster as described in **Section 30-4-3** of this Code, it shall be the duty of each local and department for emergency management operations to render assistance in accordance with the provisions of such mutual aid arrangements.

30-4-10 **COMMUNICATIONS.** The local Emergency Management Agency shall ascertain

what means exist for rapid and efficient communications in times of disaster emergencies. The agency shall consider the desirability of supplementing these communications resources or of integrating them into a comprehensive system or network. In studying the character and feasibility of any system or its several parts, the agency shall evaluate the possibility of multipurpose use thereof for general municipal and local governmental purposes. The agency shall make recommendations to the Mayor as appropriate.

30-4-11 **IMMUNITY.** Neither the municipality, the agency or any member thereof or any

person acting at their direction, engaged in any emergency management operations or disaster activities, while complying with or attempting to comply with this Code or any rule or regulations promulgated pursuant to this Code is liable for the death of or any injury to persons, or damage to property, as a result of such activity. This section does not, however, affect the right of any person to receive benefits to which he would otherwise be entitled under this act under the Worker's Compensation Act or the Worker's Occupational Diseases Act, or under any pension law, and this Section does not affect the right of any such person to receive any benefits or compensation under any Act of Congress.

30-4-12 **PROFESSIONS, TRADES AND OCCUPATIONS.** If such disaster as is

described in **Section 30-4-3** occurs in this municipality and the services of persons who are competent to practice any profession, trade or occupation are required in this municipality to cope with the disaster situation and it appears that the number of persons licensed or registered in this municipality to practice such profession, trade or occupation may be insufficient for such purpose, then any persons who are licensed elsewhere to practice any such profession, trade or occupation may, if a member of another political subdivision rendering aid in this municipality pursuant to the order of the head of that political subdivision and upon the request of the municipality, or if otherwise requested so to do by the Mayor or the coordinator of this municipality, during the time the disaster condition continues, practice such profession, trade or occupation in this municipality without being licensed or registered in this municipality.

30-4-13 **APPROPRIATIONS AND LEVY OF TAX.** The Village Board may make

appropriations for emergency management operations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision. The Village Board may also levy for emergency management operations a tax not to exceed **.05%** of the full, fair cash value as equalized or assessed by the Department of Revenue on all taxable property in the municipality for the current year. However, the amount collectible under such a levy shall in no event exceed **Twenty-Five Cents (\$0.25)** per capita. The annual tax shall be in addition to and in excess of the amount authorized to be levied for general corporate purposes.

30-4-14 **AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS OR LOANS.**

Whenever the federal or state governments, or any agency or officer thereof, or whenever any person, firm or corporation shall offer to the municipality services, equipment, supplies, materials or funds by way of gift or grant for purposes of emergency management, the municipality, acting through the Mayor or through its Village Board, may accept such offer and upon such acceptance the Mayor or the Village Board may authorize any officer of the municipality to receive such services, equipment, supplies, materials or funds on behalf of the municipality.

30-4-15 **ORDERS, RULES AND REGULATIONS.**

(A) The Mayor shall file a copy of every rule, regulation or order and any amendment thereof made by him pursuant to the provisions of this Code in the office of the Municipal Clerk. No such rule, regulation or order, or any amendment thereof, shall be effective until **ten (10) days** after such filing; provided, however, that upon the declaration of such a disaster emergency by the Mayor as is described in **Section 30-4-7**, the provision relating to the effective date of any rule, regulation order or amendment issued pursuant to this Code and during the state of such disaster emergency, is abrogated, and said rule, regulation, order or amendment shall become effective immediately upon being filed with the Municipal Clerk, accompanied by a certificate stating the reason for the emergency.

(B) The Emergency Management Agency established pursuant to this Code, and the coordinator thereof, shall execute and enforce such orders, rules and regulations as may be made by the Governor under authority of the Illinois Emergency Management Agency Act. The local Emergency Management Agency shall have available for inspection at its office all orders, rules and regulations made by the Governor, or under this authority. The State Emergency Management Agency shall furnish such orders, rules and regulations to the agency.

30-4-16 **UTILIZATION OF EXISTING AGENCY, FACILITIES AND PERSONNEL.**

In carrying out the provisions of this Code, the Mayor and the coordinator of the emergency management agency are directed to utilize the services, equipment, supplies and facilities of existing departments, offices and agencies of the municipality to the maximum extent practicable, and the officers and personnel of all such departments, offices and agencies are directed, upon request, to cooperate with and extend such services and facilities to the coordinator and the emergency management agency.

30-4-17 **SEVERABILITY.** If any provision of this Code or the application thereof to any person or circumstances be held invalid, such invalidity shall not affect such other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Code are hereby declared to be severable.

30-4-18 **NO PRIVATE LIABILITY.**

(A) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a mock or practice disaster response activity together with his successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(B) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the municipality under the provisions of this Code, shall not be civilly liable for causing death of, or injury to, any person or damage to any property except in the event of willful misconduct.

(C) Any private person, firm or corporation, and any employee or agency of such person, firm or corporation, who renders assistance or advice at the request of the municipality, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the

event of willful misconduct. The immunities provided in Subsection (C) shall not apply to any private person, firm or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable therefore.

30-4-19 **SUCCESSION.** In the event of the death, absence from the municipality or other disability of the Mayor preventing him from acting under this Code or for any other municipal purpose, and until the office is filled in the manner prescribed by law, the coordinator of the emergency management agency shall succeed to the duties and responsibilities of the Mayor.

30-4-20 **COMPENSATION.** Members of the EMA who are paid employees or officers of the Village, if called for training by the State Director of EMA, shall receive for the time spent in such training the same rate of pay as is attached to the position held; members who are not such Village employees or officers shall receive for such training such compensation as may be established by the Mayor.

30-4-21 **PERSONNEL OATH.** Each person, whether compensated or non-compensated, who is appointed to serve in any capacity in the municipal Emergency Service and Disaster Agency, shall, before entering upon his duties, take an oath, in writing, before the coordinator of the municipal Emergency Service and Disaster Agency before a person authorized to administer oaths in this municipality, which oath shall be filed with the coordinator of the Emergency Management Agency, and which oath shall be substantially as follows:

"I, _____ do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time I am affiliated with the Village, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence."

30-4-22 **EMERGENCY TERMINATION OR REDUCTION OF ELECTRICAL SERVICE.**
(A) **Declaration of Emergency Condition.** When in the judgment of the Mayor or Village Board, as provided herein in **Section 30-4-7(A)**, a local disaster emergency requires the termination or reduction of electrical service, the Mayor or Village Board shall forthwith declare in writing the existence of the emergency condition and order the termination or reduction.

30-4-23 **PENALTY.** Any person convicted of violating this Code or any order thereunder shall be punished, upon conviction, by a fine as provided by **Section 1-1-20** of this Code.

(20 ILCS 3305/1 et seq.)

ARTICLE V - FIRE DEPARTMENT

DIVISION I - ADMINISTRATION

30-5-1 **DEPARTMENT ESTABLISHED.** There is hereby created and established a department of Village government known as the Bethalto Community Volunteer Fire Department. It shall consist of a Fire Chief and **two (2)** Assistant Fire Chiefs, who shall be appointed by the Mayor with the advice and consent of the Village Board, and **thirty-five (35) volunteers.** (Ord. No. 2001-21; 05-07-01)

30-5-2 **MEMBERSHIP IN DEPARTMENT.** Whenever a vacancy occurs in the number of volunteers in the Fire Department, the remaining members shall select a new member according to the constitution and by-laws of the department.

30-5-3 **MEETINGS: ELECTION.** The Fire Department shall hold monthly meetings. At the regular meeting in December, the members shall elect a President, Vice-President, Secretary, Treasurer, an Executive Board and any other officers prescribed by the constitution of the volunteer association. All officers shall take office at the regular meeting in January after taking the oath of office. (Ord. No. 2001-21; 05-07-01)

30-5-4 **DUTIES OF FIRE CHIEF.** The Fire Chief shall, upon taking office, make recommendations for **two (2)** Assistant Fire Chiefs, appointments and prescribe such duties as may be necessary and proper in the organization and effective operation of the Fire Department during that year. The Fire Chief shall have the control and supervision of the Fire Department and all fire apparatus and equipment belonging to the Village, subject to the order and direction of the Mayor. (Ord. No. 2001-21; 05-07-01)

30-5-4.1 **DUTIES OF ASSISTANT FIRE CHIEF.** The **two (2)** assistant fire chiefs shall assist the Fire Chief in such functions that he may direct, to include at a minimum the following:

- (A) To assist and lead in the training of all captains and lieutenants.
- (B) To help enforce all new Department, State and Federal laws.
- (C) To work with the safety officer and help him fulfill his duties.
- (D) To help post proper notices and keep records of all new laws that have been given to the Department by the Fire Chief, City or State.
- (E) To make sure all fire and E.M.S. reports are reviewed and filled out before being logged.
- (F) To check all equipment after every use and keep proper maintenance records and reports on all equipment.
- (G) To abide by laws as listed in the by-laws for assistant chief. (Ord. No. 93-7; 2-16-93)

30-5-5 **PRESIDENT OF ORGANIZATION.** The President of the Bethalto Community Fire Department shall preside at all regular and special meetings of the Department. He shall carry out the duties and responsibilities as prescribed by the constitution of the department.

30-5-6 **SECRETARY'S DUTIES.** The Secretary of the Volunteer Department shall keep a record of all meetings of the Fire Department and the attendance of the members, a record of all fires and the attendance of the members of such fires. Each year, the Secretary shall file with the Village Clerk

a full report of such record of attendance and fires. He shall also keep such other records, make such reports and keep and furnish such statistics as may be required of him by law and the constitution of the volunteer organization.

30-5-7 TREASURER'S DUTIES. The Treasurer, before taking office, shall execute and file with the Village Clerk a sufficient bond to the Village to be approved by the Mayor and Village Board, conditioned for the faithful performance of his duties under this Article. The Treasurer shall receive all moneys collected for and on behalf of the Fire Department, including the tax or license fee for foreign fire insurance companies and shall pay the same upon the order of the Fire Department for the purposes of maintenance, use and benefit of such department. Such Treasurer shall make monthly reports to the Fire Department on the condition of the funds in the hands and shall, on the first Tuesday of December in each year, make a sworn report and statement to the Mayor and Village Board of all moneys received and disbursed by him as such Treasurer and the balance of moneys in his hands. The books, records, and accounts of such Treasurer shall be faithfully kept and shall, at all times, be open to inspection and an audit of the Mayor and Village Board. He shall, at the expiration of his term of office, surrender, pay and deliver to his successor in office, all books, records, accounts and moneys in his hands as such Treasurer. He shall carry out the duties prescribed in the constitution of the volunteer fire organization.

30-5-8 COMMAND AT FIRES. In case of fire, the Fire Chief and his Assistants shall rank in the order named and the officer of the highest rank at the fire shall take command of the Fire Department, and direct the management thereof for the suppression of the fire, in the best possible; and when it may be necessary for the protection of other property and to prevent the spread of the conflagration, the officer in command may cause buildings to be removed, torn down or destroyed in the best manner possible.

30-5-9 COMPENSATION. The Village Board shall annually allow the Chief of the Fire Department and the **two (2)** Assistant Chiefs such sum as in their discretion may be deemed proper. All other members of the Bethalto Community Volunteer Fire Department shall receive individual compensation for services as member of the Volunteer Fire Department, the sum of **One Dollar (\$1.00)** per year. The Chief, the **two (2)** Assistant Chiefs and all other members shall be entitled to such fringe benefits as may be otherwise provided by law and by accident and health insurance procured for their benefit. **(Ord. No. 93-7; 02-16-93)**

30-5-10 - 30-5-15 RESERVED.

DIVISION II - REGULATIONS

30-5-16 ENFORCEMENT OF LAWS. It shall be the functions and duty of the Fire Department and every member thereof to extinguish accidental or destructive fires, to prevent the occurrence or spread of fires, to enforce all ordinances relating to the occurrence or spread of such fires.

30-5-17 OBEYING ORDERS AT FIRE. No fireman in attendance at a fire shall neglect or refuse to obey the orders of the officer in command at such fires. Failure to follow orders shall subject the members to the rules and procedures of the Department.

30-5-18 FAILURE TO FOLLOW ORDERS. Every male person above the age of **twenty-one (21) years** who shall be present at a fire shall be subject to the orders of the officer in

command at such fire and shall render all the assistance in his power, and in such manner as he may be directed, in the extinguishment of the fire and in the removal of and protection of property, and any person refusing to obey such orders shall, upon conviction, be fined as provided in **Chapter 1--Administration** of this Code, provided no person shall be bound to obey any such officer, unless such officer's official character shall be known or made known to such person.

30-5-19 **DUTY TO ENFORCE.** It shall be the duty of all officers of the Fire Department and all police officers of the municipality to see that the provisions of this Code are enforced and to arrest on view any person who shall be found violating any of the provisions of this Article or who shall hinder, resist or refuse to obey any such officer in the discharge of his duty, and to that end, all such officers are hereby vested with the usual power and authority of police officers.

30-5-20 **ILLEGAL USE OF EQUIPMENT.** No person shall use any fire engine or any other apparatus belonging to the municipality for any private purpose, other than the extinguishment of fires; nor shall any person remove the same or any part thereof from its place of deposit or, having the control thereof, shall permit such engine or other apparatus to be used for any private purpose other than the extinguishment of fires.

30-5-21 **ENTERING FIREHOUSES.** It shall be and hereby is declared unlawful for any person or persons to enter the Fire Department house or any place where the equipment and apparatus of the Fire Department is stored, at any time, except on business pertaining to the Fire Department or other Village business. The penalty for the violation of this Section shall be a fine of not less than **Three Dollars (\$3.00)** nor more than **Ten Dollars (\$10.00)**.

30-5-22 **SERVICE OUTSIDE CORPORATE LIMITS.** Members of the Fire Department are authorized to go outside the corporate limits of the Village for the purpose of rendering aid to other fire departments, or of extinguishing fires or rendering aid in the case of accidents. Provided, that the Fire Department shall not render such service outside the corporate limits excepting upon orders of the Chief of the Fire Department, the Assistant Chief or the Mayor; excepting that where the Village has undertaken by contract to render service to property outside the corporate limits the Fire Department may leave the corporate limits in the fulfillment of such contract.

30-5-23 **AIRPORT AGREEMENT.** The Intergovernmental Agreement with St. Louis Regional Airport Authority, a copy of which is attached hereto and made a part hereof, is hereby approved and adopted. **(See Appendix "A") (Ord. No. 94-3; 03-07-94)**

30-5-24 **MABAS AGREEMENT.** The President and the Board of Trustees and the Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part thereof. **(See Appendix "B") (Ord. No. 2002-21; 05-06-02)**

30-5-25 **MABAS BY-LAWS.** The Mutual Aid Box Alarm System Executive Board By-Laws attached hereto and made a part hereof is hereby approved. **(See Appendix "C") (Ord. No. 2002-21; 05-06-02)**

30-5-26 **COST FOR SERVICES RENDERED.** Whenever services are rendered by the Village's Volunteer Municipal Fire Department to persons, businesses, and other entities who are not residents of the Village, there shall be charged for such services the following fees:

- (A) A sum not to exceed **Two Hundred Fifty Dollars (\$250.00)** per hour for any fire and/or rescue vehicle and other equipment.
- (B) A sum not to exceed **Seventy Dollars (\$70.00)** per hour for firefighter responding to a call for assistance.
- (C) Such additional charge as may be necessary to reimburse the Village for extraordinary expenses of materials used in rendering such services.
- (D) Notwithstanding (A), (B) and (C) above, no charge will be made for services for which the total charge would be less than **Fifty Dollars (\$50.00)**.
- (E) In the event costs of collection are incurred for collecting charges under (A), (B), or (C) above, the responsible party shall in addition pay for such costs of collection, including any court costs and reasonable attorney fees.

All revenue from the charges assessed pursuant to this Section shall be deposited to the General Fund of the Village. Notwithstanding anything herein before referenced and cited as authorization for charges against non-residents, the Village does herewith continue to retain its authority to pursue and collect reasonable charges and expenses as may be authorized under any other provision of the Illinois statutes. **(Ord. No. 2016-15; 12-05-16)**

DIVISION III - MUTUAL AID

30-5-27 **DEFINITIONS.** For the purpose of this Code, the following terms are defined as follows:

"AIDING MUNICIPALITY". A municipality furnishing fire equipment to a stricken municipality, or to another aiding municipality.

"MUTUAL FIRE AID PROGRAM". A plan or program as provided for in this Code whereby the municipalities participating in the program agree to come to one another's assistance in case of fire or other disaster too large for local equipment and personnel to handle.

"PARTICIPATING MUNICIPALITY". A municipality that participates in the mutual fire aid program by adopting an ordinance authorizing or approving the program and entering into an appropriate agreement (substantially as provided herein) with other participating municipalities for rendering and receiving first aid in case of fire or other disaster.

"STRICKEN MUNICIPALITY". A participating municipality in which a fire or other disaster occurs that is of such magnitude that it cannot be adequately coped with by local fire-fighting equipment and personnel.

30-5-28 **AGREEMENT TO EFFECTUATE THE MUTUAL FIRE AID PROGRAM.** The Chief of the Fire Department of this Village, with the approval of the Mayor and Village Board, is authorized on behalf of the Village to enter into (and from time to time alter and amend) an agreement with any or all of the municipalities in the mutual aid area defining and putting into effect a mutual aid program providing generally as follows:

(A) In the event that, in the judgment of the officer in charge of the Fire Department of a stricken municipality, the available fire-fighting equipment of that municipality is inadequate to effectively cope with a fire or other disaster therein, said officer may call on a neighboring participating municipality to furnish fire-fighting equipment and personnel (to the extent specified in the agreement) to the stricken municipality, for use, either:

- (1) in combating the fire or other casualty, or
- (2) as a standby reserve to meet other calls that may occur before the local fire-fighting equipment is free to take care of them.

(B) Each aiding municipality furnishing fire-fighting equipment to be a stricken municipality shall have the right to call on another participating municipality for fire-fighting equipment and personnel (to the extent specified in the agreement) as a standby reserve to take the place, in part, of the equipment furnished to the stricken municipality until such equipment shall be returned.

(C) On receipt of a call under paragraph (A) or (B) above, the aiding municipality called upon shall (to the extent provided in the agreement) furnish the equipment and personnel called for by the stricken municipality, or by the first aiding municipality except that each aiding municipality may always be permitted to retain sufficient fire-fighting equipment and personnel to fight any fire or to meet any emergency within its own boundaries that may reasonably be anticipated.

30-5-29 **MUTUAL FIRE AID PROGRAM.** The Chiefs of the fire departments of the municipalities participating in such mutual aid shall prepare a mutual aid program which shall incorporate the necessary provisions of this Article. Such mutual aid program shall, after approval by the corporate authorities of the municipalities participating, be in full force and effect and binding on such participating communities.

30-5-30 - 30-5-39 **RESERVED.**

DIVISION IV – HAZARDOUS MATERIALS REGULATIONS

30-5-40 **ADOPTION OF FIRE PREVENTION CODE.** That a certain document, **one (1) copy** of which is on file in the office of the Village Clerk, being marked and designated as "**The BOCA National Fire Prevention Code, Ninth Edition, 1993**", as published by the Building Officials and Code Administrators International, Inc., be and hereby is adopted as the Fire Prevention Code ("Fire Code") of the Village of Bethalto in the State of Illinois; for the control of buildings, structures and premises as herein provided; and each and all of the regulations, provisions, conditions, and terms of said BOCA National Fire Prevention Code, are hereby referred to, adopted and made a part hereof as if fully set out in this Article, with the additions, insertions, deletions, and changes, if any, prescribed in **Section 30-5-42** of this Article.

30-5-41 **INCONSISTENT PROVISIONS REPEALED.** That any other present regulations of the Village and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

30-5-42 **ENFORCEMENT.** This Fire Code shall be enforced by the Fire Chief, or his designated representative, who shall be the designated code official to enforce the provisions of the BOCA National Fire Prevention Code.

30-5-43 **ADDITIONS, INSERTIONS, CHANGES AND PENALTY.** Any person who shall violate any provisions of said Fire Code hereby adopted or who fails to comply with the minimum requirements thereof shall be guilty of a misdemeanor and punishable by a fine of not less than **Fifty Dollars (\$50.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)** for each offense. Any person who shall continue any work or allow any condition to continue to exist in violation of such Fire Code, after having been served with a Stop Order by the officer charged with enforcing such Fire Code, shall be liable for a fine of not less than **Fifty Dollars (\$50.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)** for each day that such work or condition continues. **(Ord. No. 99-30; 09-07-99)**

(Ord. No. 99-30; 09-07-99)

ARTICLE VI - ALARM SYSTEMS CODE

30-6-1 **CITATION OF CHAPTER.** This Chapter shall be known and cited as the "Alarm Systems Code".

30-6-2 **DEFINITIONS.**

"Alarm Systems" means any mechanical or electrical device which is designed to be actuated manually or automatically upon the detection of an unauthorized entry, intrusion, fire or other emergency in or on any building, structure, facility or premises through the emission of a sound or transmission of a signal or message.

"False Alarm" means any activation of an alarm system intentionally or by inadvertence, negligence or unintentional act to which the Department responds, including activation caused by the malfunction of the alarm system, except that the following shall not be considered false alarms:

(A) When the Chief of Police or Fire Chief determines that an alarm has been caused by the malfunction of the indicator at the Department;

(B) When the Chief of Police or Fire Chief determines that an alarm has been caused by damage, testing or repair of telephone equipment or lines by the telephone company provided that such incidents are promptly reported to the telephone company;

(C) When an alarm is caused by an attempted and unauthorized or illegal entry, of which there is visible evidence;

(D) When an alarm is intentionally caused by the resident acting under a reasonable belief that a need exists to call the Department.

"Alarm User" is a person who uses an alarm system to protect any building, structure, facility or premises.

"Automatic Dialing Device" means an alarm system which automatically dials a specific telephone number and transmits an emergency message by a recording over regular telephone lines when actuated.

"Chief of Police" means the Police Chief of the Village of Bethalto, Madison County, Illinois, and includes his duly authorized agents.

"Fire Chief" means the Fire Chief of the Village of Bethalto, Madison County, Illinois, and includes his duly authorized agents.

"Direct Signal Alarm System" means an alarm system, which provides for a special telephone that, is directly connected to Department and has an outlet at Department which emits a sound or transmits a signal or both when actuated.

"Department" means the Police/Fire Department of the Village of Bethalto, Madison County, Illinois.

30-6-3 **FALSE ALARM FINE.**

(A) For each false alarm responded to after the **third (3rd)** false alarm, in the same calendar year period, a **Fifty Dollar (\$50.00)** fine will be assessed per occurrence.

(B) Upon determination by the Department that in excess of **three (3)** false alarms have occurred within any **twelve (12) month** calendar year, the Department shall send a notice to the alarm user notifying the alarm user of the determination of a fine and directing payment within **thirty (30) days**.

(C) The Department shall cancel any notice or fine upon satisfactory proof by the alarm user that a particular alarm falls within the exception enumerated in **Section 30-6-2(C)**.

(D) Willful refusal to pay the fine within **thirty (30) days** of notice shall constitute a violation of this Chapter, but in any prosecution under **Section 30-6-7** for violation of this provision, the Village shall prove, in addition to the willful refusal to pay, that the fine was properly imposed.

30-6-4 **AUTOMATIC DIALING DEVICE.**

(A) No person shall install or use an automatic dialing device which is programmed to dial the Village Police Department phone line.

(B) Within **ninety (90) days** from the effective date of this Chapter all automatic dialing devices programmed to dial any Village Police Department phone lines shall be reprogrammed to dial any other consenting person who may relay the emergency message to the Department by live voice. The alarm user of such device shall be responsible for having his alarm system reprogrammed within **ninety (90) day** period.

30-6-5 **DIRECT SIGNAL ALARM SYSTEM.**

(A) All direct signal alarm systems, which connect to Department, are prohibited except for Federal institutions, which are required to have such an alarm system under Federal law.

(B) Any Federal institution which is permitted to have a direct signal alarm system shall be required to pay all costs for the installation, maintenance and repair of the alarm system and shall be subject to the provisions of **Section 30-6-3.**

30-6-6 **AUDIBLE ALARM.**

(A) An "audible alarm" is an alarm equipped with an exterior sound-producing device such as a gong, buzzer, siren, bell or horn.

(B) No person shall install or use an audible alarm without a **fifteen (15) minute** timer.

(C) Within **ninety (90) days** from the effective date of this Chapter, any alarm user having an audible alarm shall be responsible for equipping it with a **fifteen (15) minute** timer.

30-6-7 **VIOLATIONS AND PENALTIES.**

(A) Any person who violates or causes a violation of any provision of this Chapter shall be punishable, upon conviction, by a fine of not more than **Seven Hundred Fifty Dollars (\$750.00)** and each day such violation continues shall be deemed a separate offense.

(B) The Village Attorney may bring an action in the name of the Village of Bethalto, Madison County, Illinois, to restrain or prevent a violation of any provision of this Chapter or a continuance of any such violation.

(Ord. No. 98-40; 12-07-98)

ARTICLE VII – HAZARDOUS SUBSTANCES

30-7-1 **TITLE.** This Article shall be known and cited as the "Hazardous Substances Code".

30-7-2 **DEFINITIONS.**

"Discharge" means leakage, seepage, or other release.

"Hazardous Material" means a substance or material in a quantity and form determined by the United States Department of Transportation to be capable of posing an unreasonable risk to health and safety or property (when transported in commerce).

"Person" means any natural person or individual, governmental body, firm, association, partnership, co-partnership, joint venture, company, corporation, joint stock company, trust estate, or any other legal entity, or their legal representative, agent, or assigns.

"Emergency Action" means any action taken at or near the scene of a hazardous materials emergency incident to prevent or minimize harm to human health, to property, or to the environments from the unintentional release of a hazardous material.

"Emergency Response Agency" means a unit of local government or volunteer fire protection organization that provides:

- (A) fire fighting services;
- (B) emergency rescue services;
- (C) emergency medical services;
- (D) hazardous materials response teams; or
- (E) civil defense.

"Responsible Party" means a person who:

- (A) owns or has custody of hazardous material that is involved in an incident requiring emergency action by an emergency response agency; or
- (B) owns or has custody of bulk or non-bulk packaging or a transport vehicle that contains hazardous material that is involved in an incident requiring emergency action by an emergency response agency; and
- (C) who causes or substantially contributed to the cause of the incident.

"Toxic Substance" means any substance, mixture, or compound containing a substance which is listed in:

- (A) The Code of Federal Regulations, 29 CFR 1910.1000 through 29 CFR 1910.1500, inclusive.
- (B) The **Illinois Compiled Statutes, Chapter 525, Section 50/1.**
- (C) The United States Department of Health and Human Services, Public Health Service National Toxicology Program, Second Annual Report on Carcinogens December 1981 and its periodic updates.
- (D) A list of toxic substances promulgated by the Director of the Illinois Department of Labor pursuant to **Illinois Compiled Statutes, Chapter 525, Sections 50/3 and 50/4.**

30-7-3 **DISCLOSURE REQUIREMENTS.** Every person who uses, produces, or stores hazardous materials or toxic substances at a location within the Village shall provide the appropriate emergency response agency with all information concerning the use, production, and storage of such materials which such person is required to provide to a local fire department under all governing laws and regulations enacted or promulgated from time to time by either the State of Illinois or the United States of America and the departments thereof.

30-7-4 **STORAGE OF HAZARDOUS MATERIALS.** Every person who stores hazardous materials at any location within the Village shall store such materials in accordance with the requirements established for such storage by "**The BOCA National Fire Prevention Code, Ninth Edition, 1993**" as

adopted by the Village pursuant to **Ordinance 99-30** passed and approved **September 7, 1999**. In addition, such person shall be responsible for purchasing and displaying all placard signage as set out under NFPA 704 and otherwise known as the Standard System for the Identification of the Fire Hazards of Materials for Emergency Response.

30-7-5 **DECLARATION OF NUISANCE.** The actual or threatened discharge of hazardous materials within the Village is hereby declared a nuisance.

30-7-6 **LIABILITY FOR ABATEMENT OF NUISANCE.** Any person who owns, leases, operates, or controls any facility, equipment, or vehicles from which a discharge of hazardous materials or toxic substances has occurred or is threatened to occur, shall be liable to the Village for any expenses incurred in an emergency action by a Village emergency response agency in connection with preventing, cleaning up, or disposing of or attempting to prevent, clean up, or dispose of any such discharge or threatened discharge.

30-7-7 **PROHIBITION OF IMPROPER DISPOSAL.** It shall be unlawful for any person to dispose of hazardous materials within the Village, unless such disposal is conducted in accordance with applicable state and federal rules and regulations pertaining to the disposal of such materials.

30-7-8 **DECLARATION OF NUISANCE.** The unlawful disposal of hazardous materials within the Village is hereby declared a nuisance.

30-7-9 **LIABILITY FOR ABATEMENT OF NUISANCE.** Any person who engages in the unlawful disposal of hazardous materials shall be liable to the Village for any and all expenses incurred by the Village in connection with cleaning up and lawfully disposing of said materials.

30-7-10 **ASSOCIATED COSTS AND FEES.** Fees to be recovered as set out above shall include, but not be limited to, replacement cost and materials, use of equipment, and salaries. Fees shall further include mutual aid departments used to assist in the handling or mitigation of emergency action for hazardous material.

30-7-11 **NON-PAYMENT OF FEES.** If the costs associated with the aforementioned emergency action are not paid to the Village in a timely manner, the response, mitigation, and abatement costs may become a lien upon the affected property.

30-7-12 **PENALTIES FOR VIOLATING THE PROVISIONS OF THIS ARTICLE.** Any person who violates any provision of this Article shall upon conviction be subject to a fine of not less than **Fifty Dollars (\$50.00)** and not more than **Seven Hundred Fifty Dollars (\$750.00)**.

30-7-13 **ENFORCEMENT.** This Hazardous Materials Code shall be enforced by the Fire Chief, or his designated representative(s). Such enforcement officer(s) shall inspect and examine at reasonable hours, any premises and the buildings and other structures thereon and any premises and if a dangerous condition is found to exist contrary to the rules herein referred to, the enforcement officer shall first bring such condition to the attention of the Police, Fire Department and Public Safety subcommittee of the Village Board; provided however, that such referral to the Village Board

subcommittee shall not be required when the enforcement officer is dealing with an emergency action. If, after review by the Police, Fire Department or Public Safety subcommittee of the Village Board, or in the event of an emergency action, such dangerous condition is found to exist contrary to the rules herein referred to, the enforcement officer shall order the dangerous condition removed or remedied, and shall notify the owner, occupant or other person, interested in the premises. Service of the notice upon the owner, occupant or other interested person shall be in person or by registered or certified mail addressed to the owners of record of such property and the last known addresses of any occupants or other interested persons.

30-7-14 APPEALS. The **seven (7) member** Board of Appeals established by the Zoning Code is hereby constituted as the authority to which an appeal may be taken by any person affected by a decision of any officer charged with the enforcement of this Hazardous Substances Code, in the manner provided by **Article 22** of the Zoning Code found at **Section 40-22-1, et seq.** The person interested in such action, within **ten (10) days** after receiving such notice, may appeal from any orders of the Fire Chief or his designated representative. If the order is sustained, or if no appeal is made to the Board of Appeals, it shall be the duty of the person to comply with such order.

(Ord. No. 99-37; 12-06-99)

APPENDIX "A"

INTERGOVERNMENTAL AGREEMENT
BETWEEN VILLAGE OF BETHALTO
AND
ST. LOUIS REGIONAL AIRPORT AUTHORITY

This agreement entered into by and between the VILLAGE of Bethalto, (hereinafter referred to as "VILLAGE") a unit of local government, and St. Louis Regional AIRPORT Authority, (hereinafter referred to as "AIRPORT") a unit of local government,

WITNESSETH:

WHEREAS, this agreement is entered into for the purpose of addressing the overlapping power and authority of providing fire protection and other related services to that area which is located within the corporate boundaries of both parties to this agreement; and

WHEREAS, the AIRPORT has statutory authority under Illinois Law for the establishment and maintenance of a fire department for providing fire protection and other related services to all that territory within the appropriate boundaries of its jurisdiction and for provision of such services outside of its boundaries as it may deem by contract appropriate; and

WHEREAS, the VILLAGE has statutory authority under Illinois Law for the establishment and maintenance of a fire department for providing fire protection and other related services to all that territory within the appropriate boundaries of its jurisdiction and for provision of such services outside of its boundaries as it may deem by contract appropriate; and

WHEREAS, the VILLAGE and the AIRPORT believe that their joint interest would be best served by structuring and specifically delineating areas of primary responsibility that each party through this agreement should have; and

WHEREAS, both parties to this agreement further believe that they each have unique resources of equipment and/or manpower that can be most effectively and efficiently utilized under a cooperative agreement; and

WHEREAS, this intergovernmental agreement is entered into pursuant to authority to the fullest extent possible as authorized by the Constitution of the State of Illinois, 1970, in particular, Article VII, Local Government, Section 10, Intergovernmental Cooperation, and as otherwise authorized by law including, the Illinois Municipal Code, 65 ILCS Sec. 5/1-1-1 et seq.; Local Government, 745 ILCS 10/1-101 et seq.; and as otherwise authorized by law;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements made herein, and upon the further consideration of the recitals hereinabove set forth, the parties hereby mutually agree as follows:

- (1) In order to preclude the uncertainties and inefficiencies of providing overlapping fire protection and other related services, the VILLAGE and AIRPORT agree upon the following divisions of primary responsibility.
 - (a) AIRPORT shall have primary responsibility for any and all aircraft related incidents which take place within the AIRPORT perimeter fence. AIRPORT employee on scene of aircraft incident will request, if necessary, and will direct all efforts of assistance of the VILLAGE fire department.
 - (b) VILLAGE shall have primary responsibility on any and all aircraft related incidents taking place outside of the airport perimeter fence. VILLAGE

Fire Department chief or other ranking person in charge, shall request if necessary and direct any assistance from AIRPORT.

- (c) The VILLAGE fire department shall provide primary coverage for all structures and other non aircraft related land incidents which take place both within and outside of the airport perimeter fence. More specifically, coverage for all hangers on AIRPORT property will be the primary responsibility of the VILLAGE. However, any required movement of aircraft from hangers shall be the responsibility of the AIRPORT and will be determined and supervised by the AIRPORT fire official in charge.
- (d) AIRPORT shall provide secondary coverage for all structures and non aircraft related land incidents taking place on either airport owned property or on property located within the airport business park. For such incidents taking place on airport owned property or on airport industrial park property, the AIRPORT fire unit shall where practical, provide immediate coverage until such time as Village fire department manpower and equipment have arrived. Upon arrival of the VILLAGE fire fighting unit, the AIRPORT fire unit shall defer to and be under the direction of the VILLAGE fire chief or other ranking VILLAGE fire department official in charge.

(2) The VILLAGE dispatcher for emergency services shall notify the airport manager, or his designee, of any call, originating from an aircraft related incident or structure or other land incident, and which is known to have taken place on airport property.

(3) The fire departments of either the VILLAGE or the AIRPORT shall have the authority to request manpower and equipment from the other jurisdiction for purpose of providing fire protection and other related services within its authorized area. The VILLAGE and AIRPORT shall at commencement of this agreement and no less frequently than annually thereafter, set out and disclose the resources that they have available to each other.

(4) The VILLAGE fire department shall send to the AIRPORT Manager notice of any fire and/or medical emergency runs made to any facility or incident on AIRPORT owned property. Such notice shall not be a full content report but shall merely provide disclosure to the AIRPORT manager that a call was made to a facility or responding to an incident on airport owned property.

(5) This agreement shall be implemented by and under the direct supervision of the VILLAGE'S Fire Chief, or his designate and the AIRPORT Manager, or his designate.

(6) This document shall serve as a comprehensive and complete agreement concerning all issues addressed specifically herein. It is intended by and between the parties that this agreement shall be binding on each of the units of local government at the time of execution, and upon all subsequent officers and officials to the fullest extent allowed by law and as agreed herein;

(7) This agreement shall, with the conditions or covenants stated herein, continue in full force and effect unless and until terminated by either party pursuant to the following:

- (a) the parties shall each have the right to terminate this agreement without cause upon **thirty (30) days** prior written notice to the other party;
- (b) any and all notices, whether required or permitted by this agreement, shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party by name at the Village Hall of the Village or airport at the airport authority office;
- (c) nothing herein contained shall preclude the giving of written notice by any other lawful means;
- (d) either party shall have the right to terminate this agreement immediately if any material provision of this agreement is breached at any time;

(8) This document shall constitute the entire and complete agreement by and between the parties. No other promises, terms and conditions or covenants which are not specifically stated herein are binding upon the parties as to the issues contained herein. Each party agrees to the terms and conditions of this agreement and shall be bound thereto.

(9) If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement which can be given effect without the invalid provision.

(10) This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the undersigned parties have caused this AGREEMENT to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

VILLAGE OF BETHALTO

ST. LOUIS REGIONAL
AIRPORT AUTHORITY

By: _____
Mayor William S. Stephenson
President of the Board of
Trustees

By: _____
Chairman of the Board of
Commissioners of St. Louis
Regional Airport Authority

Date: _____

Date: _____

Attest: _____
Mary A. Meyer
Village Clerk
Village of Bethalto

Attest: _____
Secretary of the Board of
Commissioners of St. Louis
Regional Airport Authority

APPENDIX "B"

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determine that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE - PURPOSE

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO - DEFINITIONS

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"). A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time.
- B. "Member Unit". A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS.
- C. "Stricken Unit". A Member Unit which requests aid in the event of an emergency.
- D. "Aiding Unit". A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit.
- E. "Emergency". An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division". The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training". The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board". The governing body of MABAS comprised of Division representatives.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR - JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE – COMPENSATION FOR AID

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid for the first **eight (8) consecutive hours** of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than **eight (8) consecutive hours** under the following terms and conditions:

- A. The amount of charge assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
- B. The Aiding Unit must assess no more than "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
- C. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA/OSFM rate schedules, a market rate for reimbursement shall be established.
- D. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
- E. Aiding Units must invoice the Stricken Unit within **thirty (30) days** after the completion of the emergency. Once **thirty (30) days** pass, the aid shall be considered to be a donation of service.
- F. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

(Ord. No. 2016-02; 02-01-16)

SECTION SIX - INSURANCE

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN - INDEMNIFICATION

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT - NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this Section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN - EFFECTIVENESS

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN - BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE - VALIDITY

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN - NOTICES

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN - GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN – EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN – EXECUTIVE BOARD OF MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN – DUTIES OF THE EXECUTIVE BOARD

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by-laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN – RULES AND PROCEDURES

Rules, procedures and by-laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN - AMENDMENTS

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by-laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this Mutual Aid Box Alarm System Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

(Ord. No. 2002-21; 05-06-02)

APPENDIX "C"

MABAS: BY-LAWS

May 1, 1989

Rev. 1: March, 1997

Declaration

Henceforth, this organization shall be known as the Madison County Fire Chiefs Association.

Article 1

Section 1. This organization, herein described as the Madison County Fire Chiefs Association is an Illinois based not-for-profit fraternal organization, whose mission is to work for the betterment of the Fire Service in Madison County and all departments therein.

Section 2. This association shall represent all member Fire Chiefs, retired Chiefs, and Chief Fire Officers in the Madison County area.

Article 2 - Association Purpose and Intent

Section 1. The purpose of this organization shall be to provide a forum in which Chief Fire Officers and other officer members of Fire Departments and Fire Protection Districts in Madison County may discuss matters of mutual interest, and to provide a channel for concerted actions in the cause of common goals. Said actions shall be those which further the efforts of the fire service, improve efficiency, promote good will among mutual aid companies, encourage mutual aid training, outline jurisdictional boundaries, establish joint bidding processes, and the general sharing of information to promote more effective fire prevention and timely fire suppression through education, legislation, and technical means.

Section 2. Said organization shall accept and receive funds, grants, donations, and contributions, and expend these funds to encourage and develop fire service materials, classes, seminars, and programs for the betterment of all concerned county wide.

Article 3 - Membership

Section 1. There shall be three classes of membership within the organization: Active, Associate, and Honorary.

Section 2. *Active Members* – shall be comprised of Chiefs and Chief Officers of regularly organized fire departments either municipal, district, or private industrial operated.

Section 3. *Associate Members* – shall be any person or firm whose purpose or interests are in the protection of life and property from fire, or the advancement of the Fire Service. No one eligible for active membership may apply for associate membership. Associate members shall be entitled to participate fully in the affairs of the association, serve on committees, act as delegate, representative, or correspondent, but shall not be eligible to hold office nor have voting privileges.

Section 4. *Honorary Members* – for the purpose of these by-laws shall be:

1. Any person who has been an active member of this organization who may retire as an active member.

2. Any person who has rendered conspicuous service to this organization or to the Fire Service of this county for the betterment of all concerned.

Those desiring honorary membership must make application in writing to the Chairman and Board, and shall be subject to their approval. Honorary members shall be entitled to participate fully in the affairs of the association, but shall not be eligible to hold office nor have voting privileges.

Article 4 - Officers

Section 1. Only active members in good standing shall be eligible to hold office within the Association.

Section 2. The elected officers of the Association shall be: Chairman, Vice-Chairman, and Secretary-Treasurer. Officers shall be elected at the March business meeting of the association, for a term of **one (1) year**. They shall assume office the day following the business meeting when they are elected and shall preside over the next regular business meeting. These three officers shall constitute the Board of Officers for the Association. In the event that any elected office becomes vacant for any reason, the remaining two members of the Board shall conduct an election of the full body at the next business meeting to fill that office's remaining term.

Section 3. The following procedures shall govern the election of officers to be held at the March meeting. Nomination for Chairman, Vice-Chairman, and Secretary-Treasurer will be accepted at the February meeting. Ballots will be sent to each department in good standing after that meeting and must be returned to the Secretary-Treasurer at the business meeting in March. Each department in good standing, present and voting, shall be entitled to cast one vote for each office. There will be no proxy voting, except on official ballots.

Article 5 - Board of Directors and Committees

Section 1. The *Board of Directors* shall consist of the Chairman, Vice-Chairman, and the Secretary-Treasurer duly elected by a simple majority of members in good standing.

Section 2. *Committees* shall consist of at least one member from the Board and those members volunteered or selected to serve, except for the BY-LAWS Committee which shall include all Board members and two other members in good standing. Each committee shall hold a Chairman who shall speak for the entire committee.

Section 3. *BY-LAWS Committee* shall determine any questions that may arise under them and their determination and decision shall be final.

Section 4. The Board shall appoint committee members for the work of the association as may be necessary or convenient to progress with the aims of the organization. Associate and Honorary members appointed to committees shall have voting privileges equal to all such members serving on said committee.

Section 5. From time to time, the Board, at a regular business meeting may appoint a Special Interest Committee to initiate and execute specific projects, programs, or activities that the association may undertake. A Special Interest Committee may operate without the participation of a member of the Board, but only toward the intent and goal as set forth by a majority of the entire body.

Section 6. Committees shall actively work for and on behalf of the entire membership. To that end, the Chairman of said committee shall speak for that committee, and that committee shall speak for the general membership.

Section 7. Meetings of Committees shall be held with such frequency as the members deem necessary. Committee members shall be notified by committee chairmen in sufficient advance so as to allow proper participation by all members.

Article 6 - Meetings

Section 1. There shall be one monthly meeting to be held on the first Thursday of each month, at that month's host departments station.

Section 2. Special meetings or conferences may be called for by the Board or a simple majority of the members present at a regular business meeting. Time and place shall be set by present members and information entered into the minutes of the regular business meeting to give ample time for those not present to respond or make personnel arrangements to attend.

Section 3. At all meetings, one fourth of the active departments in good standing shall constitute a quorum for the purpose of voting. Each department in good standing present shall be entitled to one vote on all matters submitted to a vote. There shall be no voting by proxy.

Section 4. Order of business to be accomplished at all meetings shall be set by agenda of the Chairman. Any member wishing to address other business shall contact the Chairman and an agenda item be added or submit item under new or old business. Parliamentary procedures shall be followed.

Section 5. Members shall have the right to request date, time, and place for meetings or conferences of Business or Committee and receive the same within **five (5) days** of said request.

Article 7

Section 1. The Chairman shall preside at all meetings and shall serve as general representative for the entire Association. He shall speak on behalf of the Association to the public, to municipal corporations, units of and representatives of government, and to other organizations who may conduct business with the Association.

Section 2. The Vice-Chairman shall assist the Chairman as general representative and shall assume the duties of same in the event the Chairman is absent or incapacitated. In the absence of the Chairman he shall preside at business meetings.

Section 3. The Secretary-Treasurer shall assist the Chairman and the Vice-Chairman and assume their duties in their absence. He shall further keep minutes and records of all meetings, collect ballots for elections, receive and disburse any and all funds, and prepare notices of meetings or seminars for the general membership.

Article 8 - Finances

Section 1. Finances shall be collected from fees and dues as set by approval of the entire membership, voted on by ballot at a prescribed meeting, special assessments as voted upon by the membership, collections received over and above the operating expenses for activities such as conferences. Finances may also be in the form of contributions from outside sources as the Board deems proper to accept.

Section 2. Annual dues for membership shall be as follows:

1. Active Members - \$25.00 per department
2. Associate Members - \$25.00
3. Honorary Members - \$10.00

**Note: Dues will be collected starting January 1, 1998.

Article 9

Section 1. The Association shall have full power to amend these by-laws at any business meeting during the year as prescribed in the following manner.

1. Amendments to the by-laws must be submitted in writing for discussion at a regular business meeting.
2. The final form for said amendment shall be sent to each department in good standing.
3. Ballots will be handed out at the next regularly scheduled business meeting to each department in good standing.
4. A majority of those ballots counted by the Secretary-Treasurer shall constitute a change to the by-laws.
5. Said change shall take effect with the next regular business meeting, unless rescinded by another majority vote at or before the next meeting.
6. In any case, no Amendment shall take effect in less than 60 days from its introduction.

(Ord. No. 2002-21; 05-06-02)