

Public Safety Committee  
January 3, 2018

Chairman Williams called the Public Safety Committee meeting of January 3, 2018, to order at 6:00 p.m. at the Godfrey Town Hall, 6810 Godfrey Road, Godfrey, Illinois.

Roll Call: Present: McAtee, Schrupf, Springman, Stewart, Weber, Williams.  
Absent: None

Chairman Williams asked for approval of the minutes of the December 4, 2017 meeting. Trustee Weber moved for approval of the December 4, 2017 minutes, seconded by Trustee Stewart. Poll of Committee: Ayes-5, Nays-0, Absent-0. Motion carried.

OLD BUSINESS:

ESDA COMMITTEE UPDATE – CHRIS SICHRA

Chris Sichra, Emergency Services Corridor Lewis & Clark Community College performed another successful test of their tornado sirens on Tuesday Dec 5<sup>th</sup> at 10 AM, the next test will be held on Tuesday Jan 2<sup>nd</sup>.

- A. We have received the signed MOU from Beverly Farm & it has been placed on file.
- B. An “ESDA mission statement” was reviewed & discussed to better guide the village ESDA mission, and keep ESDA functions, meetings and discussions “on topic”

“Our committee mission is to develop and maintain the village comprehensive Emergency Operations Plan, to protect lives, property and the environment through mitigation, preparedness, response and recovery from all natural or man-made hazards and emergency situations and to provide a NIMS/ICS compliant integrated emergency management system that focuses its efforts towards coordinating community resources in order to assist residents or businesses in times of crisis. The committee shall also work to ensure proper training and education of the village disaster management team.”

The committee mission statement streamlines, reduces and limits redundant topics on the ESDA agenda to ESDA related matters only, so that the other topics can be discussed in the public safety committee.

1. **New Business:**

- A. A discussion was held and approval of the 2018 ESDA committee meeting schedule was made.
- B. A discussion was held regarding the development/implementation of a potential new program called the village **“Disaster Recovery & Economic Recovery Program”**

This program would better assist village residents and businesses during “long term” disaster recovery. The procedure takes the existing actions outlined in the village Emergency Operations Plan (which is more focused on mitigation, preparation, response and short-term recovery) a step further. This can be achieved by creating a procedure that once the village EOC (Emergency Operations Center) has dealt with initial “life safety” response & recovery efforts, the mayor can then activate the DRERP program (if he chooses) which will allow a “one stop shopping” environment be set up in the main meeting hall to deal with high capacity demolition & building permit request/demand.

This procedure will define the process that will enable all key stakeholders affected by damage to be in the same place at the same time. It is achieved by setting up stations in the hall where a village staffer at a reception/sign in station can forward potential residents or businesses to the appropriate stations staffed by building inspectors, (electric & Plumbing) the village Engineer, and B&Z administrator, etc. in order to rapidly and efficiently review permit applications, approve demo permits, answer any technical questions, conduct plan review/give final approval and issue new building permits in order to accelerate the community rebuilding process.

The committee will continue looking into the feasibility the program into 2018.

The next meeting will instead be held: Tuesday January 22<sup>nd</sup> 2018 at 11:00 A.M. in the small conference room next to building & zoning.

**NEW BUSINESS**

**CONSIDERATION AND APPROVAL OF THE 2018 POLICE CONTRACT WITH MADISON COUNTY SHERIFFS DEPARTMENT**

John Lakin, Madison County Sheriff and Captain Eric Decker presented the 2018 Police Contract to the Public Safety Committee for approval. The SHERIFF will provide a minimum of two (2) deputies and two (2) squad cars for patrol exclusively within the limits of the VILLAGE for 3 shifts (24 hours) per day, seven (7) days per week, for the period commencing December 1, 2017, and ending November 30, 2023, inclusive with the option of the

VILLAGE to extend such patrol for one (1) additional four-year period.

In addition to the deputies assigned to patrol, the SHERIFF shall provide a SUPERVISOR for the day shift on weekdays who will be assigned to the Village Hall. The SUPERVISOR will be primarily responsible for:

- i) Supervision of deputies on patrol within the VILLAGE;
  - ii) Scheduling deputies for patrol;
  - iii) Receiving complaints and questions from VILLAGE residents;
  - iv) Addressing routine problems: and Communication between the VILLAGE and the SHERIFF;
  - v) Provide MAYOR with daily, when practical, updates regarding incidents occurring within the VILLAGE.
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- B) All persons employed by the SHERIFF in providing general law enforcement services to the VILLAGE shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of VILLAGE employment.
  - C) The VILLAGE shall not be liable for the direct payment of salaries, wages, or other compensation to COUNTY officers or employees providing general law enforcement services to the VILLAGE.
  - D) The VILLAGE shall not be liable for indemnity to any COUNTY officer or employee for injury or sickness, arising out of his employment in providing general law enforcement services to the VILLAGE.
  - E) The deputies on patrol within the limits of the VILLAGE shall not be used for Sheriff's sales, administration or non-patrol functions; however, deputies on patrol may be directed to serve civil process and supervise evictions on a limited basis.
  - F) Deputies on patrol within the VILLAGE limits shall not be responsible for warrant applications, court appearances, prisoner transportation or other related tasks unless directly related to law enforcement in the Village.
  - G) All deputies assigned to patrol within the VILLAGE shall, to the extent possible, live in the northwest Madison County.
  - H) All deputies assigned to patrol shifts within the VILLAGE shall commence and terminate their shift within the limits of the VILLAGE in conformance with the Sheriff's policies.
  - I) In the event the VILLAGE has documented complaints and/or problems with a deputy assigned to patrol within the VILLAGE, or with any of the SHERIFF'S personnel, the Village Mayor or the Village Attorney shall communicate the complaints and/or problems directly to the SHERIFF or the SHERIFF'S Chief Deputy.

2.

- A) All deputies and all vehicles or equipment utilized in the performance of this Agreement will at all times be and remain under the control and direction of the SHERIFF.
- B) The SHERIFF will provide all necessary back-up service, personnel and equipment to assist the deputies on patrol if, in the discretion of the SHERIFF, such need arises, in order to assure the effective and safe performance of the SHERIFF'S total law enforcement function in the County.
- C) In the event of an emergency elsewhere within the COUNTY, where immediate response of the SHERIFF'S personnel is deemed necessary by the SHERIFF, one or more of the deputies assigned to patrol hereunder shall be on call for such emergency and may be ordered to respond for the time necessary to abate the emergency.
- D) The planning, organization, scheduling, direction and supervision of the SHERIFF'S personnel and all other matters incident to the delivery of general law enforcement services to the VILLAGE shall be as determined by the SHERIFF. The SHERIFF shall retain exclusive authority over the activities of his personnel working in the VILLAGE.
- E) The SHERIFF shall give prompt consideration to all requests of the VILLAGE regarding the delivery of general law enforcement services. The SHERIFF shall make every effort to comply with these requests if they are consistent with good law enforcement practices.
- F) The Village Mayor and a Village Attorney are designated to make or receive requests and to confer with the SHERIFF upon matters concerning the delivery of general law enforcement services to the VILLAGE.
- G) The SHERIFF shall provide to the VILLAGE a monthly report of activities generated as a result of this Agreement. This report shall include the number of calls for service, reported crimes, arrests, and traffic citations.

3. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The SHERIFF or his designee will be available to discuss and report to the VILLAGE with respect to the deputies' activities as may be reasonably required by the VILLAGE. It is expressly agreed by and between the parties hereto that any and all records generated in the implementation of and pursuant to this Agreement are and will remain in the sole and exclusive property of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized by law. The daily logs shall be made available to the VILLAGE, but in no event will the logs contain or constitute any official investigative report.

It is understood and agreed that all records and reports generated by the deputies patrolling the VILLAGE will be maintained and kept at the SHERIFF'S office in Edwardsville.

4. Police services provided pursuant to this Agreement shall include, but not be limited to, enforcement of State statutes, County ordinances and Village ordinances that are of the same type and nature as ordinances of the COUNTY enforced by the SHERIFF, criminal background history checks on liquor license applicants, attending to abandoned and inoperable motor vehicles and other nuisance complaints except ordinance violations and other matters within the jurisdiction of the other VILLAGE officials, as for example, building code violations, which may be handled by a Building Code/Zoning Administrator, or ordinance violations concerning animals, which may be handled by the Animal Control Director or an Animal Control Officer, but in the case of such matters within the jurisdiction of other VILLAGE officials, the SHERIFF shall render such assistance as may be reasonable, necessary and consistent with the ordinances of the VILLAGE. Police services provided hereunder do not include calls concerning animals unless such animals are dangerous to the public health or safety such as a rabid animal.
5. The SHERIFF may from time to time, at his reasonable discretion, provide intensive traffic control measures within the VILLAGE limits. Such traffic control measures shall include the use of radar and related devices.
6. At his reasonable discretion, consistent with good police practices, the SHERIFF shall provide investigative services where the same are necessary to carry out the terms of this Agreement.
7. In addition to the routine motor patrols, as provided for herein, the SHERIFF shall respond to emergency calls for assistance by the residents of the VILLAGE. Emergency is defined for the purposes of this Agreement as any threat that subjects persons or property to danger or immediate harm.
8. The SHERIFF shall establish and maintain a communication system of telephone and radio services adequate to provide twenty-four (24) hour communications for the residents of the VILLAGE.
9. The SHERIFF and his designees shall have the authority to arrest relative to complaints for Village ordinance offenses, as well as State or other charges. All fines and forfeitures for VILLAGE offenses within the VILLAGE limits shall be paid to the VILLAGE. Appropriate citation books and/or forms shall be provided to the SHERIFF by the VILLAGE. All fines and forfeitures for State and County offenses within the VILLAGE limits shall be paid to the COUNTY. Pursuant to an intergovernmental agreement between the VILLAGE and the MADISON COUNTY STATE'S ATTORNEY, all VILLAGE ordinance violations, whether issued by the SHERIFF and his designees or VILLAGE officials, shall be prosecuted by the MADISON COUNTY STATE'S ATTORNEY.
10. The SHERIFF or his designee shall be the contact person for receiving

grievances, queries, complaints and commendations of services performed under this Agreement. All of said grievances, queries, complaints and commendations of services performed under this Agreement shall be communicated to the SHERIFF or his designee by the Village Mayor or a Village Attorney. In the event of a dispute between the parties as to the discretionary police practices, procedures, or policies or performance and the discipline of individual officers, the determination thereof made by the SHERIFF of the COUNTY shall be final and conclusive as between the parties hereto.

11. If, in the event the SHERIFF should experience a work slowdown, work stoppage, or strike, it shall be at the determination of the SHERIFF the level of services to be provided under this Agreement and monthly billings shall be adjusted accordingly.
12. The VILLAGE agrees to pay for this service as follows:
  - A) For the twelve (12) month period beginning December 1, 2017, and ending November 30, 2018, inclusive, the VILLAGE will pay \$2,595,617.88 or \$216,301.49 per month.
  - B) For the twelve (12) month period beginning December 1, 2018, and ending November 30, 2019, inclusive the VILLAGE will pay \$2,712,420.72 or \$226,035.06 per month.
  - C) For the twelve (12) calendar month period Beginning December 1, 2019, and ending November 30, 2020, inclusive the VILLAGE will pay \$2,834,479.68, or \$236,206.64 per month.
  - D) For the twelve (12) calendar month period beginning December 1, 2020, and ending November 30, 2021, inclusive the VILLAGE will pay \$2,962,031.28 or \$246,835.94 per month.
  - E) For the twelve (12) calendar month period beginning December 1, 2021, and ending November 30, 2022, inclusive the VILLAGE will pay \$3,095,322.72 or \$257,943.56 per month.
  - F) For the twelve (12) calendar month period beginning December 1, 2022, and ending November 30, 2023, inclusive the VILLAGE will pay \$3,234,612.24 or \$269,551.02 per month.
  - G) For the twelve (12) calendar month OPTION period beginning December 1, 2023, and ending November 30, 2024, inclusive, the VILLAGE will pay \$3,380,169.84 or \$281,680.82 per month.
  - H) For the twelve (12) calendar month OPTION period beginning December 1, 2024, and ending November 30, 2025, inclusive, the VILLAGE will pay \$3,532,277.52 or \$294,356.46 per month.
  - I) For the twelve (12) calendar month OPTION period beginning December 1, 2025, and ending November 30, 2026, inclusive, the VILLAGE will pay \$3,691,230.00 or \$307,602.50 per

- month.
- J) For the twelve (12) calendar month OPTION period beginning December 1, 2026, and ending November 30, 2027, inclusive, the VILLAGE will pay \$3,857,335.32 or \$321,444.61 per month.

**INTERGOVERNMENTAL AGREEMENT  
FOR PROSECUTION OF VILLAGE ORDINANCE VIOLATIONS**

This Agreement effective January 2, 2018, made and entered into by and among the Madison County State's Attorney, hereinafter referred to as the "STATE'S ATTORNEY," and the Village of Godfrey, a municipal corporation within the boundaries of the County of Madison, hereinafter referred to as the "VILLAGE."

WHEREAS, both the VILLAGE and the STATE'S ATTORNEY are governmental agencies of the State of Illinois vested with the responsibility and authority to enforce and uphold the law, to protect and safeguard the people against public menace and crime, and to keep peace in the community; and

WHEREAS, VILLAGE has determined that there presently exists a need to efficiently enforce VILLAGE ordinances for the benefit of its residents, including, but not limited to, VILLAGE ordinances related to animals and zoning; and

WHEREAS, both the STATE'S ATTORNEY and the VILLAGE are authorized by the terms and provisions of the Illinois Constitution, Ill. Const., art. VII, § 10, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Article I – Purpose**

The purpose of the Agreement between the STATE'S ATTORNEY and the VILLAGE is to establish the terms and conditions for the prosecution of VILLAGE ordinance violations, including, but not limited to, zoning ordinance violations and violations under the VILLAGE's code of ordinances regarding animals.

**Article II – Prosecution of Ordinance Violations**

The STATE'S ATTORNEY agrees that the STATE'S ATTORNEY will prosecute VILLAGE ordinance violations referred to the STATE'S ATTORNEY,

whether such matters are referred by VILLAGE officials or by the members of the Madison County Sheriff's Department, hereinafter referred to as the "SHERIFF" empowered to issue citations for violations The SHERIFF has statutory authority to issue citations for municipal ordinance violations pursuant to 55 ILCS 5/3-6036 and 65 ILCS 5/1-2-9 & 1-2-11. Appropriate citation books and/of forms shall be provided to the SHERIFF by the VILLAGE.

### **Article III – Terms of the Agreement and Modifications**

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Trustee Weber moved for the approval of the Intergovernmental Agreement for Contract Police Services between the Village of Godfrey and Madison County Sheriff's Department effective dates December 1, 2017 to November 30, 2023 with 4 year options for Renewal through November 30, 2027 and the approval of the Intergovernmental Agreement for Prosecution of Village Ordinances Violations between the Village of Godfrey and Madison County State's Attorney effective January 2, 2018. Seconded by Trustee Springman. Poll of Committee: Ayes-5, Nays-0, Absent-0. Motion carried.

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING SECTION 60.910 ADMINISTRATION AND ENFORCEMENT OF THE GODFREY VILLAGE ZONING CODE TO ALLOW PROSECUTION OF ORDINANCE OFFENSES BY DESIGNATED INDIVIDUALS INCLUDING THE STATES ATTORNEY OF MADISON COUNTY

Trustee Weber moved for final consideration of An Ordinance Amending Section 60.910 Administration and Enforcement of the Godfrey Village Zoning Code to Allow Prosecution of Ordinance Offenses by Designated Individuals Including the States Attorney of Madison County.

AN ORDINANCE AMENDING SECTION 60.910 ADMINISTRATION AND ENFORCEMENT OF THE GODFREY VILLAGE ZONING CODE TO ALLOW PROSECUTION OF ORDINANCE OFFENSES BY DESIGNATED INDIVIDUALS INCLUDING THE STATES ATTORNEY OF MADISON COUNTY

Whereas, the Godfrey Village Code in Section 60.910 allows for the enforcement of the enumerated provisions of the Godfrey Village Code and in particular the Godfrey Zoning Ordinance; and,



Whereas, the Trustees of the Village of Godfrey believe it is in the best interests of the Village to provide for the States Attorney of Madison County, Illinois to be a designated prosecutorial agency to prosecute Village Code Violations that are committed within the Village of Godfrey; and,

Whereas, the Village of Godfrey intends to enter into an Intergovernmental Agreement with the Madison County States Attorney's Office to provide prosecutorial services to the Village of Godfrey; and,

Whereas, the Trustees of the Village of Godfrey desire to amend Section 60.910 of the Village Code to provide the authority to the Madison County States Attorney's Office to prosecute Village Code Violations.

Now therefore, be it Resolved, by the Trustees of the Village of Godfrey, that Section 60.910 is Amended as follows: SECTION 1

Delete the provisions of Section 60.910 Godfrey Village Code and Replace it with the following provisions:

Section 60.910. - Prosecution.

- ( a) The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the village to include the States Attorney of Madison County and/or the Village Attorney.
- (b) The zoning administrator, or any other duly authorized village official, or any law enforcement officer is authorized to issue citations for the violation of this chapter when, based upon personal investigation, the Zoning Administrator, Village

Official, or law enforcement officer has probable cause to believe that a violation of this chapter has occurred. Civil enforcement actions may be taken against any violator, in addition to criminal enforcement , and may include, but shall not be limited to, equitable relief by way of restraining order, preliminary injunction, and/or permanent injunction to:

- (1) Prevent an unlawful construction, reconstruction, alteration, repair, conversion, maintenance or use;
- (2) Prevent an occupancy of the building, structure or land;
- (3) Prevent any illegal act, conduct, business or use in or about the premises; or
- (4) Restrain, correct or abate the violation. Civil enforcement actions may be prosecuted by the Village Attorney or the Madison County States Attorney notwithstanding any concurrent criminal action being taken against a violator.

( c ) Nothing in this chapter shall be construed to authorize or permit the zoning administrator or other duly authorized village officials to perform any function or duty of a law enforcement officer other than as specified in this chapter. Neither the zoning administrator nor other duly authorized village officials shall make physical arrests or take any person into custody.

Seconded by Trustee Springman. Poll of Committee: Ayes-5, Nays-0, Absent-0. Motion carried.

#### CONSIDERATION AND APPROVAL OF AN ORDINANCE REGULATE THE OWNERSHIP, RAISING AND KEEPING OF CHICKENS WITHIN THE VILLAGE OF GODFREY

Trustee Weber moved to give authorization to the Village Attorney to prepare amendments to the draft Ordinance, An Ordinance Regulate the Ownership, Raising and Keeping of Chickens within the Village of Godfrey, to Section 14.16 Chickens (a) 1 to 12,000 Square Feet of area and to allow only 20 permits per year, seconded by Trustee Springman. Poll of Committee: Ayes-5, Nays-0, Absent-0. Motion carried.

Trustee Weber moved to adjourn meeting at 6:35 p.m., seconded by Trustee Springman. Poll of Committee: Ayes-5, Nays-0, Absent-0. Motion carried.

Pamela E. Whisler MMC  
Village Clerk