

**PUBLIC SAFETY COMMITTEE  
COUNTY BOARDROOM  
MONDAY, MARCH 8, 2021  
AGENDA  
4:30 PM**

**To Attend Meeting by Zoom:**

**The ID is: 838 6454 3578      Passcode: 703301**

- 1. Call to Order**
- 2. Roll Call** –Barry Logan (ch), Blake Parsons, Albert Durst, Justin Faulk, Donald Tolan
- 3. Approval of Minutes**
  - a. Approval of February 8, 2021 minutes
  - b. Approval of February 8, 2021 executive session minutes
- 4. Public Input**
- 5. Approval of Claims**
- 6. Coroner**
- 7. Sheriff**
- 8. Animal Control**
- 9. Health Department**
- 10. New Business**
  - a. Approval of Intergovernmental Agreement for Animal Control Services with El Paso
- 11. Unfinished Business**
- 12. Other**
- 13. Executive Session – Roll Call Vote**
  - a. 5 ILCS 120/2 (c)(1) Employee Compensation
- 14. Any action coming out of Executive Session**
  - a. 5 ILCS 120/2 (c)(1) Employee Compensation
- 15. Adjournment**

**PUBLIC SAFETY COMMITTEE  
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MONDAY, FEBRUARY 8, 2021  
MINUTES  
4:30 PM**

**1. Call to Order**

The meeting was called to order by Chairman Logan at 4:30 PM.

**2. Roll Call**

Barry Logan (ch), Blake Parsons, Albert Durst, Justin Faulk, Donald Tolan all present.

**3. Approval of Minutes**

**a. Approval of January 11, 2021 minutes**

Motion to approve January 11, 2021 minutes made by Tolan, seconded by Durst. *Motion passed.*

**4. Public Input**

None

**5. Approval of Claims**

**a. Approval of February Claims**

Motion to approve February claims made by Parsons, seconded by Tolan. *Motion passed.*

**6. Coroner**

**7. Sheriff**

**a. Sheriff Vehicle Bids**

Bids were opened today for police SUV and sedan vehicles. There are specific specifications for the vehicles. Roanoke Motors was the low bidder for five vehicles – 4 Dodge Durango SUV's and 1 Dodge Charger sedan- for \$153,531. The Sheriff's Department has not had a Dodge since the late 80's, so the Sheriff reached out to Tazewell and Peoria Heights, who do use the Dodge Durango, to see how they felt about them. Their response was that the departments liked them and didn't have any issues with them. This year the Sheriff has budgeted for 7 vehicles. He has already replaced one, and another vehicle was totaled in an accident. The vehicle in the accident was not in line to be replaced this year, but we are receiving money back from the insurance company, so there may be an 8<sup>th</sup> vehicle purchased in this budget year. Motion to approve the bid from Roanoke Motors for 4 Dodge Durango's, and 1 Dodge Charger for \$153,531 made by Parsons, seconded by Durst. There Sheriff was concerned about the console shift interfering with the setting of the computer equipment, but these vehicles have a column shift, so that concern is no longer an issue. *Motion passed.*

**b. StarCom 21 Project Update**

There is a problem with the fiber op line in the new tower. The problem is somewhere between Stratus and AT&T. They are testing and troubleshooting this and trying to find the problem. Once fixed, the tower will be on-line.

**c. Annex 4 Project Update**

The Wi-Fi is in the process of being installed and hopes to be ready by the Board meeting next week. A new bulletin board for posting agenda's has been ordered. It was asked about the recording system that was to be installed. That system is on backorder.

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d. EMA Public Assistance FEMA

We have received a reimbursement for Covid in the amount of \$3,506.91. Supplies of disinfectant, PPE's, cleaning were submitted for reimbursement. \$9,000 was submitted, and it is a 75/25 reimbursement, so we will end up receiving \$6,000 when all is said and done.

e. House Bill 3653

This bill is on the Governor's desk to be signed. All indications are that he will sign it. If he doesn't, it will have to be started all over, as the Congress that originated the bill is no longer seated. This bill was not a partnership with law enforcement. There are a lot of issues with interpretation of certain aspects of the bill. Sheriff Smith went over a few of the changes with the bill --

- ❖ No cash bail – the perpetrator is not taken into custody and released.
- ❖ Body Cams – no money available to fulfill this mandate. Need to purchase cams, storage for data, etc. Where does money come from?
- ❖ Filing of anonymous complaints – a citizen can now file an anonymous complaint against an officer – doesn't have to be a sworn statement. This complaint is then investigated. The complaint will remain in the officer's file for life, even if the complaint is unfounded. Can potentially ruin an officer's career, as the same person can file multiple complaints as a vendetta. The only saving grace here would be the body cam.
- ❖ More training – cost money for training, and shifts have to be covered as officer is in training. Raises cost to run department.
- ❖ Qualified Immunity – the original bill took this out, but this version has left it in. It is a protection against frivolous law suits where people are suing just to get money. The bill adds a task force that will review the qualified immunity. The fear is that the people appointed to the task force are going to be people that want to do away with qualified immunity.
- ❖ The Attorney General can now investigate, on behalf of the complainant, if they believe that there is reasonable cause that the officer violated the rights of a person. The agency, not the individual officer, would be fined \$25,000 per violation if they found the civil rights were violated.
- ❖ Within three hours of arresting someone, you have to allow them to make three phone calls, and you have to provide them with the numbers they want. This is a problem because if it is an investigation, then they can call others to warn them. You also have to provide them their own cell phone. This is another problem with drug investigations. That phone can provide vital information as to other drug dealers. Giving it to the arrestee, they can delete that information.
- ❖ If a female gives birth while incarcerated, we have to have the ability to allow her to have the infant in jail with her.

These are just a few of the issues this bill brings up. It has already affected his department in that several good officers have left because of this bill and sought out other careers. The pool of qualified good officers is already a small pool. As these officers leave, the pool becomes even smaller, and you don't have high quality officers then to choose from. The Training Board has the ability to certify officers. Now they have the

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ability to decertify an officer, which can be based upon a bogus complaint. It was asked about the statutory requirements of the Sheriff's department. The department is the officer of peace, have to serve warrants, papers, etc. It was asked if this could be passed to the State Police since they are different, but was felt that passing these things on to the State Police would not be an option. The state police are more geared toward traffic, and not things like domestic violence, etc. The whole purpose of this bill is to have less police. In order to get good qualified police officers, you are going to have to pay them an astronomical amount to put up with the effects of this bill. Defunding the police only creates more victims. It was stated that the well being of the officers, and the job they do would be a factor with this bill.

f. Patrol Contract

This will be discussed in executive session.

g. Heat Pump Bids

There are three heat pumps that are bad and need to be replaced. Bids were requested and the only bid that was received was from Ruyle for \$16,985 for the installation of Climate Master Pumps. Motion to approve the bid from Ruyle for \$16,985 for three heat pumps made by Tolan, seconded by Parsons. It was asked if this quote was in line with the previous heat pump that was replaced, and it is. *Motion passed.*

**8. Animal Control**

A letter was received from a gentleman that had a concern about a dog. The letter was turned over to the Sheriff's Department. The animal control administrator is aware of the situation.

**9. Health Department**

They are continuing with the Covid tracing. They are working with the Nazarene Church for Covid clinics. They have received a limited amount of vaccines. Currently they are receiving 900-1000 calls a day. Through a grant they have hired 11 people for contact tracing, but have only retained 8 of them. Three individuals did not complete the training. As of February 8<sup>th</sup>, the county has had 3559 positive cases, 3373 recovered cases, 119 home isolations, and 60 deaths. Currently there are 6 hospitalized.

**10. New Business**

None

**11. Unfinished Business**

None

**12. Other**

It was asked if all the documents from the FOIA's request regarding the Health Department have been received. They have not. The State's Attorney has been involved in a murder trial and asked for extra time to gather the documents due to his focus on the trial.

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**13. Executive Session – Roll Call Vote**

**a. 5 ILCS 120/2 (c)(2) Contract negotiations**

Motion to go into executive session under 5 ILCS 120/2 (c)(2) and allow Sheriff Smith, Chief Deputy Tipsword, along with board members David Meinhold and Jerry Smith to remain in the session, made by Parsons, seconded by Tolan. Roll call vote – Durst-yes; Tolan-yes; Parsons-yes; Faulk-yes; Logan-yes. *Motion passed.*

**14. Any action coming out of Executive Session**

**a. 5 ILCS 120/2 (c)(2) Contract negotiations**

Motion to come out of executive session made by Durst, seconded by Parsons. *Motion passed.*

Motion to move forward the Sheriff’s proposal and move to the County Board the Washburn proposed contract made by Tolan, seconded by Parsons. *Motion passed.*

**15. Adjournment**

Motion to adjourn made by Parsons, seconded by Tolan. *Motion passed.*

Meeting adjourned at 5:38 PM.

Submitted by: Deb Breyman

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Barry Logan, Chairman  
Public Safety Committee



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL CONTROL SERVICES

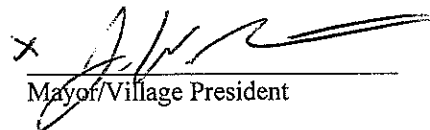
THIS AGREEMENT, entered into this 1st day of March, by and between the County of Woodford, Illinois, a body politic and corporate (hereinafter referred to as "County") and City of El Paso, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

Municipality agrees that the County should provide Animal Control services to residents of the Municipality in accordance with the Woodford County Animal Control Ordinance. The County agrees to provide the following Animal Control services through the Woodford County Animal Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Agreement, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to 911. Responses to night calls and emergency calls shall be made by the Woodford County Animal Control Warden who is then on duty.
3. The County of Woodford shall accept and make reasonable responsible response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall take custody and impound apprehended animals within the corporate limits of the Municipality at the Woodford County Animal Shelter.
5. The County of Woodford shall make reasonable efforts to assist the municipality to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. A letter shall be mailed at the last known address of the owner notifying him of the impoundment of his/her animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) business days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his/her authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
6. The County of Woodford shall comply with all requirements regarding micro chipping of apprehended animals in accordance with the Woodford County Animal Control Ordinance.

7. The County of Woodford shall keep all fees associated with the impoundment of an apprehended animal as described in the Woodford County Animal Control Ordinance.
8. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Woodford County Animal Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within seven (7) business days, shall be humanely dispatched or placed for adoption at the discretion of the Woodford County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
9. This Agreement shall become effective on the 1st day of March, 2021, and shall be in full force and effect for a period of one (1) year. This Agreement is subject to termination with sixty (60) days written notice by either party. This Agreement shall automatically renew unless objected to by either party in writing at least 60 days prior to the end of the current term.
10. This agreement shall be interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
11. No waiver of any breach of this agreement or any provision hereof shall constitute a waiver of any other or further breach of this agreement or any provision thereof.
12. This agreement is severable, and the invalidity, or unenforceability of any provision of this agreement, or a part thereof, should not render the remainder of the agreement invalid or unenforceable.
13. This agreement may not be assigned by either party without the written consent of the other party.
14. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. This agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this agreement, signed by the parties hereto.
16. The parties hereto agree that the foregoing constitutes the entire agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

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Woodford County Board Chairman

x   
\_\_\_\_\_  
Mayor/Village President

City of El Paso  
Municipality

\_\_\_\_\_  
Date