

**CITY OF WASHINGTON
PUBLIC SAFETY COMMITTEE
MONDAY, APRIL 18, 2016
5:30 P.M.**

**POLICE DEPARTMENT CONFERENCE ROOM
115 W. JEFFERSON STREET**

AGENDA

- 1. ALDERMAN WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 2. CITIZENS WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 3. APPROVAL OF MINUTES** – March 21, 2016 regular meeting
- 4. BUSINESS ITEMS**
 - A. Monthly Report
 - B. WCHS: School Resource Officer
 - C. Draft Ordinance: Amending Chapter 72, Parking Regulations, to restrict parking on S. Cummings Lane and W. Cruger Road
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

3/21/2016 Public Safety Committee meeting 5:30PM (WPD Chief's Office)

Members present: T. Gee, D. Dingledine, T. Maxwell, Chief D. Volk, D/C Stevens

Members absent: None

Alderman wishing to be heard – None

Citizens wishing to be heard – Kristi LaHood Cape (Countryside Banquet Facility) asked to have the noise ordinance changed (from 10PM to 11PM on Friday and Saturday nights) for Commercial Properties. D. Dingledine asked if this issue was due to events held in the tent and Ms. Cape stated it was. D. Dingledine indicated he would support this change.

Approval of minutes from February 8th, 2016 regular meeting – D. Dingledine motioned, T. Maxwell seconded. Approved.

Business items – Liquor Code update was provided to the committee. Brian Tibbs (Washington Park District) requested a change to the Special Event license with regards to the annual Art Festival. Tibbs stated that last year they were allowed to provide beer and wine samples. This year they would like to offer sample beer, wine and hard liquor, as well as be allowed to sell bottles (possibly full and re-capped). Kristi LaHood Cape (Countryside Banquet Facility) advised she would like to see a change in the Class G license. Currently it allows for two outdoor events per year, but requires fencing. Cape would like to see the fencing restriction removed. Cape also holds a Class M Banquet license for off-site catering. Cape would like to see this incorporated into the G license, to eliminate the \$250 fee. T. Gee suggested reducing the fees. After hearing the requests, the committee continued to discuss the updates on the Ordinances. D. Dingledine stated he did not agree with prohibiting Happy Hours, as is the current practice. D. Dingledine stated that he was okay with Happy Hours being reinstated. D/C Stevens provided study information showing that DUI fatal accidents declined when Happy Hours were prohibited. D. Dingledine also asked why there was a recommended change in the time frame to request a Special Event license (from 10 – 21 days). It was explained that one recent incident occurred that because of the time frame, a business was issued a permit, when they should not have been. Chief Volk explained that there were a lot of changes proposed and that feedback was welcome before bringing the ordinance to the Committee of the Whole. Monthly reports were reviewed and discussed.

Other business – Committee asked to be given results of the Lawndale speed trailer study. Chief will provide them with results.

Adjournment – D. Dingledine motioned, T. Maxwell seconded. Approved at 6:25PM.

MEMORANDUM

TO: The Honorable Mayor Gary W. Manier & Members of the Washington City Council

FROM: Chief of Police Donald J. Volk

DATE: April 11th, 2016

RE: **Intergovernmental Agreement – City of Washington & Washington
Community High School District # 308**

Please find enclosed in your City Council packets for your review and deliberation a City of Washington Ordinance regarding the intergovernmental agreement between the City of Washington and the Washington Community High School District # 308.

We have elected to renew this agreement on an annual basis rather than having a multi-year agreement. Additionally, we have worked out a funding strategy that will share the costs at 75 % for Washington Community High School District # 308 and 25 % for the City of Washington. We have been able to achieve our 75% / 25% funding objective this year.

Accordingly, I am respectfully requesting & recommending that you review and approve the attached ordinance as drafted.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WASHINGTON, ILLINOIS AND WASHINGTON COMMUNITY HIGH
SCHOOL DISTRICT # 308**

WHEREAS, the City of Washington and Washington Community High School District # 308 desire to establish and continue a SCHOOL RESOURCE OFFICER (S.R.O.) Program; and

WHEREAS, the S.R.O. Program will place one (1) Washington Police Officer into Washington Community High School; and

WHEREAS, the terms associated with establishing this Program have been incorporated into an intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows;

Section 1. That the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" and by reference expressly made a part hereof be, and the same hereby is, approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute an Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit "A," and by reference expressly made a part hereof, and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON, TAZEWELL
COUNTY, ILLINOIS AND THE
WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308
TO PROVIDE FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made and entered into between the CITY OF WASHINGTON, an Illinois municipal corporation ("WASHINGTON") and WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308 ("HIGH SCHOOL DISTRICT") this _____ day of _____, 2016.

WHEREAS, WASHINGTON and the HIGH SCHOOL desire to establish a School Resource Officer Program which will permit the Washington Police Department to work directly within HIGH SCHOOL in conjunction with school officials and personnel; and

WHEREAS, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Washington Police Department and the HIGH SCHOOL personnel, students, parents, and other related service agencies in order to promote a safe and secure educational environment within the HIGH SCHOOL; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are authorized to contract between each other to obtain and share services or exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW, THEREFORE, in consideration of mutual promises contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, WASHINGTON and the HIGH SCHOOL agree as follows:

1. **SCHOOL RESOURCE OFFICER.**

WASHINGTON, through its Police Department, shall provide to the HIGH SCHOOL one (1) Washington Police Officer who will be designated as the School Resource Officer. The purpose, responsibilities, functions, guidelines, and general operating procedure for the School Resource Officer shall be generally as recited in the Job Description & General Order 2005-19 of the Washington Police Department, a copy of which is attached hereto as Exhibit "A", and incorporated in this agreement as though fully set forth. The Job Description & General Order 2005-19 may be modified, amended, or otherwise changed by WASHINGTON from time to time, as deemed necessary and expedient by WASHINGTON and its Police Department, in their sole and exclusive discretion.

2. FINANCIAL OBLIGATION FOR HIGH SCHOOL.

Although the School Resource Officer will be a full-time employee of the Washington Police Department, receiving the usual and customary benefits and salary, as solely determined and designated by WASHINGTON, the HIGH SCHOOL, in a cooperative effort to fund the School Resource Officer Program, shall pay to WASHINGTON for the Fiscal Year beginning May 1st, 2016 and ending April 30th, 2017 the sum of Seventy - Three Thousand Two Hundred and Ninety - Five Dollars (\$73,295.00) toward the School Resource Officer's base salary and fringe benefits.

Payments under the terms of this paragraph will be made as follows:

- a. The sum of Thirty –Six Thousand Six Hundred and Forty-Seven Dollars and 50 cents (\$36,647.50) on or before August 1st, 2016; and
- b. The sum of Thirty –Six Thousand Six Hundred and Forty- Seven Dollars and 50 cents (\$36,647.50) on or before December 1st, 2016.

3. TRAINING AND DEVELOPMENT OF SCHOOL RESOURCE OFFICER.

WASHINGTON and the HIGH SCHOOL realize and agree to the need for training and development of the School Resource Officer. It is agreed that the School Resource Officer may annually attend the *State of Illinois School Resource Officer Training Conference* and the *National School Resource Officer Training Conference*. WASHINGTON and the HIGH SCHOOL agree that they will share equally (50/50) all costs associated with the attendance of the *National School Resource Officer Training Conference*, and that WASHINGTON will pay all of the costs associated with the attendance of the *State of Illinois School Resource Officer Training Conference*. The parties expect, anticipate, and agree that the costs associated with the attendance of both annual training conferences will include, but necessarily be limited to, tuition, registration fees, travel expenses to and from the conferences, transportation expenses while attending the conferences, lodging while attending the conferences, meals while attending the conferences, and books.

4. INDEMNIFICATION.

WASHINGTON shall save and hold the HIGH SCHOOL free, harmless and indemnified from and against any and all claims brought by any School Resource Officer arising out of or related to the employment of the School Resource Officer including, but not limited to, suits or administrative actions alleging discrimination, civil rights violations; noncompliance with employment statutes; worker's compensation claims; federal and state tax withholding claims; and over-time reimbursement claims. The parties acknowledge that it is the intent of this Agreement that the School Resource Officer be and remain an employee of WASHINGTON.

5. TERM OF AGREEMENT.

This agreement shall remain in full force and effect from and after May 1st, 2016 and until April 30th, 2017. This Agreement shall automatically renew upon the same terms and conditions as are applicable during the original term unless terminated as provided for in paragraph 7 of this

agreement. It is the intent of the parties hereto that this agreement will be renegotiated prior to April 30th, 2017.

6. **ADMENDMENT.**

This agreement may be amended pursuant to written agreement of WASHINGTON and HIGH SCHOOL. All amendments to this agreement must be made in writing and signed by the authorized representatives of WASHINGTON and the HIGH SCHOOL. The HIGH SCHOOL hereby designates the Superintendent of Schools as its authorized representative for purposes of this paragraph. WASHINGTON hereby designates the Chief of Police of the Washington Police Department as its authorized representative for purposes of this paragraph.

7. **TERMINATION.**

This agreement may be terminated by WASHINGTON or the HIGH SCHOOL by providing written notice of termination to the other party not less than ONE HUNDRED TWENTY (120) days prior to April 30th of each year that this Agreement shall be in force.

8. **NOTICES.**

All notices, demands or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Washington: City Administrator
City of Washington
301 Walnut Street
Washington, IL 61571

With a copy to: Chief of Police
City of Washington
115 W. Jefferson Street
Washington, IL 61571

To HIGH SCHOOL: Washington Community
High School District # 308
Superintendent of Schools
115 Bondurant Street
Washington, IL 61571

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

9. **BINDING EFFECT.**

This agreement shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

10. **TIME OF ESSENCE.**

It is specifically declared that time is of the essence of this Agreement.

11. **GOVERNING LAW.**

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

12. **ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. **PARAGRAPH HEADINGS.**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement. The Recitals, however, shall be considered part of the lease and agreement between the parties hereto.

IN WITNESS WHEREOF, WASHINGTON and the HIGH SCHOOL have set their hands and seals on the date and year first above written.

THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS
an Illinois home rule municipal.

WASHINGTON COMMUNITY
HIGH SCHOOL DISTRICT #308
an Illinois public high school corporation.

MAYOR

PRESIDENT

ATTEST:

ATTEST:

**CITY CLERK
WASHINGTON**

**SECRETARY
HIGH SCHOOL**

Washington Police Department

GENERAL ORDER

GENERAL ORDER NUMBER: 2005 – 19

Date of Issue: October 4th, 2005

Rescinds Memorandum: 44-04, Dated 06/21/04

Revised: February 5th, 2013

By order of: James W. Kuchenbecker – Chief of Police

SUBJECT: SCHOOL RESOURCE OFFICER DUTIES & RESPONSIBILITIES

I. PURPOSE

The purpose of this Order is to define the duties and responsibilities of the Officer(s) designated by the Chief of Police as School Resource Officer(s).

II. POLICY

It is the policy of the Washington Police Department to employ personnel with training and expertise to effectively deal with youthful members of the community and those members who engage in anti-social and counter-productive behavior. Acting together on a day-to-day basis, those trained personnel can assist the community in meeting youthful needs that extend beyond formal education and other community offerings.

III. GOALS AND OBJECTIVES

- A. Coordinate Washington Police Department and Washington Community High School District 308 resources in a collaborative effort to enhance positive, communicative and productive relationships among police and school personnel, students, parents and other related service agencies to foster a safe and secure educational environment.
- B. Permit the Washington Police Department to work directly within the environment of the high school in conjunction with school officials towards a prevention-orientation and facilitate and foster positive relationships with the high school and employees.
- C. Facilitate increased attention on youth problems, concerns, and unlawful activities on a proactive rather than reactive basis.
- D. Promote a positive learning and educational environment for high school students and a solid, healthy community environment.
- E. Work cooperatively with the High School Staff & Personnel on a case-by-case or as needed basis to resolve matters of mutual interest only with the consent and approval of the Chief of Police and the Superintendent of Washington Community High School District 308.

IV. COMMAND AND CONTROL

- A. School Resource Officer(s) will report directly to the Investigative Division Commander. Although this Officer is assigned to the Washington Community High School it must be understood by all parties that the School Resource Officer is a Police Officer and ultimately subordinate to the Chief of the Washington Police Department.
- B. The School Resource Officer will work in a cooperative effort with school Superintendent / Principal, Deans and Counselors and accept reasonable direction from the school Superintendent / Principal or his designate. Conflicts in direction given by Washington Police Department and school staff personnel will be reported to both parties by the School Resource Officer and resolved through consultation between Police Department and Washington Community High School District 308 personnel.

- C. The performance evaluation process will include police and school staff perceptions of service-orientation, effectiveness, community support, School Resource Officer input, and student acceptance. Interim performance assessments may be conducted as needed or required and unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and School staff personnel.
- D. The School Resource Officer will prepare and submit weekly logs of all activities to the Investigations Division Commander. The Officer will also consult at least weekly with the School Superintendent &/or Dean of Students or their designate and Police Department staff members, regarding cases, dispositions, problem situations, and potential problems.

V. DUTIES AND RESPONSIBILITIES

- A. Fostering positive relationships with students in an effort to promote respect for law enforcement.
- B. Functioning as a resource in law enforcement-related issues in a cooperative relationship with present school counselors and other social service personnel.
- C. Serving as a law enforcement-related resource for students, their families, school staff, and community members.
- D. Assisting in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.
- E. Assisting in protecting the high school campus from violations of the law.
- F. Assisting school officials in more effective response to student and non-student criminal offenses.
- G. Any other duties as may be assigned from time to time by the Chief of Police.

VI. QUALIFICATIONS AND SELECTIONS

- A. The School Resource Officer will be a non-probationary Police Officer with a minimum of three years of police officer experience.
- B. The School Resource Officer will exhibit the following personal attributes:
 - 1. Special interest in and understanding of youth and their problems and concerns.
 - 2. Effective verbal and written communication skills.
 - 3. Proven, consistent excellent report-writing skills.
 - 4. Positive, proactive attitude evidenced by problem-solving skills, and quality and quantity of present work.
 - 5. Excellent knowledge of Criminal Code and Juvenile Court Act.
 - 6. Self-motivated and ability to work with minimal supervision.
 - 7. Strong organization and prioritization skills.
 - 8. Public-speaking ability.
 - 9. Adaptable to independent and team-oriented working situations.

10. Excellent interpersonal communication skills.
11. Knowledge of rules of evidence and constitutional protections.
12. Ability to resolve conflict and excellent problem-solving skills.
13. Sound judgment and decision-making skills.
14. Adaptable and flexible with ability to interact effectively and productively with Police Department and School staff, students, and parents.
15. Excellent attendance record.
16. Juvenile Officer Certification.

- C. The selection of the School Resource Officer will be made by the Washington Police Department with input from designated Washington Community High School District 308 personnel based on qualifications, training and overall suitability of the candidate.

The School Resource Officer position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer with a collaborative performance appraisal process involving Washington Police Department with input from designated Washington Community High School District 308 personnel and staff members

ORDINANCE NO. _____

Synopsis: Adoption of this ordinance would prohibit parking on both sides of S. Cummings Lane from Washington Road (Business Route 24) south for 950' and prohibit parking on both sides of W. Cruger Road from N. Cummings Lane to N. Main Street.

AN ORDINANCE AMENDING CHAPTER 72 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, ENTITLED "PARKING REGULATIONS" TO RESTRICT PARKING ON SOUTH CUMMINGS LANE AND CRUGER ROAD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, that Chapter 72 of the Code of Ordinances of the City of Washington, Tazewell County, Illinois, be, and the same hereby is, amended as follows:

Section 1. That paragraph (A) of §72.10 of the Code of Ordinances be, and the same hereby is, amended by inserting the following at the end of said paragraph (A) of said §72.10:

Street	Side	From	Time Limit	Ord. No.
South Cummings Lane	Both	Washington Road, south for 950 feet	Never	
Cruger Road	Both	Cummings Lane to Main Street	Never	

Section 2. That all ordinances or parts thereof in conflict herewith be, and the same hereby are, expressly repealed.

Section 3. That appropriate signs indicating the parking restrictions herein contained shall be erected in appropriate places in and around the parking areas designated, which signs shall give reasonable notice that parking is restricted as stated above.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

Section 5. That this ordinance shall not be enforced until such time as the herein above-referred-to signs are appropriately placed as required.

PASSED AND APPROVED this _____ day of _____, 2016 pursuant to a roll call as follows:

Ayes: _____

Nays: _____

APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk