

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 re proclaim 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 **(See 65 ILCS Sec. 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.

(See 65 ILCS Sec. 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 SERVICES AND DISASTER AGENCY
(ESDA)

30-4-1 **ESTABLISHMENT.** There is hereby created the Village ESDA to prevent, minimize, repair and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage, or other hostile action, or from natural or man-made disaster, in accordance with “**The Illinois Emergency Services and Disaster Act of 1988**”, and any amendments thereto.

This ESDA shall consist of the Coordinator and such additional members as may be selected by the Coordinator.

30-4-2 **COORDINATOR.** The Coordinator of the Village ESDA shall be appointed by the Mayor and shall serve until removed by the same.

The Coordinator shall have direct responsibility for the organization, administration, training and operation of the ESDA, subject to the direction and control of the Mayor, as provided by statute.

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

30-4-3 **FUNCTIONS.** The ESDA shall perform such ESDA functions within the Village as shall be prescribed in and by the State ESDA plan and program prepared by the Governor, and such orders, rules and regulations as may be promulgated by the Governor, and in addition, shall perform such duties outside the corporate limits as may be required pursuant to any Mutual Aid Agreement with any other political subdivision, municipality, or quasi-municipality entered into as provided in the “**State ESDA Act of 1988**”, and any amendments thereto.

30-4-4 **SERVICE AS MOBILE SUPPORT TEAM.** All or any members of the ESDA organization may be designated as members of a Mobile Support Team created by the Director of the State ESDA, as provided by law.

The leader of such Mobile Support Team shall be designated by the Coordinator of the ESDA organization.

Any member of a Mobile Support Team who is a Village employee or officer while serving on call to duty by the Governor, or the State Director, shall receive the compensation and have the powers, duties, rights and immunities incident to such employment

or office. Any such member who is not a paid officer or employee of the Village while so serving shall receive from the State, reasonable compensation as provided by law.

30-4-5 **AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS.** The Coordinator of ESDA may negotiate Mutual Aid Agreements with other villages or political subdivisions of the State, but no such agreement shall be effective until it has been approved by the Mayor.

30-4-6 **EMERGENCY ACTION.** If the Governor proclaims that a disaster emergency exists in the event of actual enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from man-made or natural disaster, it shall be the duty of the ESDA to cooperate fully with the State ESDA and with the Governor in the exercise of emergency powers as provided by law.

30-4-7 **COMPENSATION.** Members of the ESDA who are paid employees or officers of the Village, if called for training by the State Director of ESDA, 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.

30-4-8 **REIMBURSEMENT BY STATE.** The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the State to the Village for expenses incident to training members of the ESDA as prescribed by the State Director of ESDA, compensation for services and expenses of members of a Mobile Support Team while serving outside the Village in response to a call by the Governor or State Director of ESDA, as provided by law, and any other reimbursement made by the State incident to ESDA activities as provided by law.

30-4-9 **PURCHASES AND EXPENDITURES.** The Mayor may, on recommendation of the Village Coordinator of ESDA, authorize any purchase of contracts necessary to place the Village in a position to combat effectively any disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster, or from man-made or natural disaster.

In the event of enemy caused or other disaster, the Village Coordinator of ESDA is authorized on behalf of the Village to procure such services, supplies, equipment or materials as may be necessary for such purposes, in view of the exigency without regard to the statutory procedures or formalities normally prescribed by law pertaining to Village contracts or obligations, as authorized by **“The State ESDA Act of 1988”**, and amendments thereto, provided that if the Mayor meets at such time, he shall act subject to the directions and restrictions imposed by that body.

30-4-10 OATH. Every person appointed to serve in any capacity in the Village ESDA organization shall, before entering upon his duties, subscribe to the following oath, which shall be filed with the Coordinator:

“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 of America, 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 take this obligation freely, without any mental reservation of purpose of evasion; 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 as I am affiliated with the ESDA organization, I will not advocate, nor become a member of any political party or organization that advocates the overthrow of the government of the United Sates or of this State by force or violence.”

30-4-11 OFFICE. The Mayor is authorized to designate space in a Village Building, or elsewhere, as may be provided for by the Mayor for the Village ESDA as its office.

30-4-12 APPROPRIATION - LEVY OF TAXES. The Mayor may take an appropriation for ESDA purposes in the manner provided by law, and may levy in addition for ESDA purposes only, a tax not to exceed **Five Cents (5¢)** per **One Hundred Dollars (\$100.00)** of the assessed value of all taxable property in addition to all other taxes, as provided by **“The State ESDA Act of 1988”**, and amendments thereto; however, that amount collectable under such levy shall in no event exceed **Twenty-Five Cents (25¢)** per capita.

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 **RESERVED.**

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)

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,

W I T N E S S E T H :

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