

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

February 23, 2015

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

NOTICE
MEETING OF PERSONNEL & PUBLIC SAFETY COMMITTEE
(Personnel/Police/ESDA/Fire)
(Matchett/Trout/Blaies)

A Personnel and Public Safety Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, February 25, 2015, at 6:00 p.m.**

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING

POLICE COMMITTEE

- A. Old Business
 - 1. In-Car Computers
- B. New Business
 - 1. St. Clair County Cencom Dispatching Contract
 - 2. K-9 Policy

PERSONNEL COMMITTEE:

- A. Old Business
 - 1. Approval of January 28, 2015 Minutes
 - 2. Job Descriptions/Handbook
 - 3. Employee 457 Plan
- B. New Business
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Personnel Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c)(1)]; real estate transactions [5 ILCS, 120/2 - (c)(5)], collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2) or discussion of executive session minutes, 5 ILCS, 120/2-(c)(21)]

ORDINANCE NO. 1541

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FREEBURG, ILLINOIS,
AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE
A CONTRACT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS POLICE
DEPARTMENT AND ST. CLAIR COUNTY, ILLINOIS FOR COORDINATED
COMMUNICATION SERVICES**

WHEREAS, St. Clair County holds a license from the Federal Communications Commission and thereunder operates radio stations and has offered to perform certain communication services for the Village of Freeburg Police Department, and;

WHEREAS, the Village of Freeburg wishes to avail itself of the 9-1-1 and various communications services offered by St. Clair County including telephone, radio, paging, and computerized criminal history services, and;

WHEREAS, the Village of Freeburg has on file with the St. Clair County Emergency Telephone System Board a valid inter-agency agreement for 9-1-1 services and intends to continue to maintain such agreement, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a contract for 9-1-1 and various communications services offered by St. Clair County including telephone, radio, paging, and computerized criminal history services,

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

SECTION 1. The recitals set forth above are hereby adopted found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into a contract for 9-1-1 and various communications services offered by St. Clair County.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Contract attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Contract.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this 2nd day of March, 2015.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 2nd day of March, 2015.

VILLAGE OF FREEBURG, ILLINOIS

Seth E. Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

**ST. CLAIR COUNTY, ILLINOIS
COORDINATED COMMUNICATIONS SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this **1st day of March 2015** by and between ST. CLAIR COUNTY, ILLINOIS, hereinafter referred to as COUNTY, and **VILLAGE OF FREEBURG POLICE DEPT.**, located in St. Clair County, Illinois, hereinafter referred to as SERVICE RECIPIENT.

WHEREAS, COUNTY holds a license from the Federal Communications Commission and there under operates radio stations in the performance of its duties of law enforcement, and has offered to perform certain communications services for various cities, villages, municipalities, fire districts, fire departments, EMS departments, EMS districts, federal agencies, and county agencies;

WHEREAS, the SERVICE RECIPIENT wishes to avail itself of the 9-1-1 and various communications services offered by St. Clair County, including telephone, radio, paging, and computerized criminal history services (LEADS) and other services. LEADS services will apply to law enforcement agencies only);

WHEREAS, the SERVICE RECIPIENT now owns certain communications equipment which it desires to use in connection therewith;

WHEREAS, the SERVICE RECIPIENT has on file with the St. Clair County Emergency Telephone System Board a valid inter-agency agreement for 9-1-1 services and will continue to maintain such agreement for the duration of this agreement;

NOW, THEREFORE, this Agreement has been entered into by the undersigned in order to accomplish the aforementioned purposes.

- 1) COUNTY shall provide 9-1-1 and non-emergency telephone call processing, radio dispatching, and paging services to and from the **SERVICE RECIPIENT'S** telephones, radios, and pagers.
- 2) COUNTY shall perform the services provided for in this Contract in compliance with the standards of St. Clair County Government, the Emergency Telephone System Act, ETSB Interagency Agreements, and all applicable laws.
- 3) The **SERVICE RECIPIENT** shall furnish to St. Clair County during the month of April, **2015** and more frequently if required by FCC regulations or by St. Clair County, the frequency measurements of all radio equipment owned or used by the **SERVICE RECIPIENT** in conjunction with this contract. Such measurements are to be made by an entity licensed to make such measurements.
- 4) The **SERVICE RECIPIENT** shall comply with all regulations set by the FCC and those rules and regulations set by the St. Clair County ETSB (pertaining to 9-1-1 services) and St. Clair County Government.

- 5) The **SERVICE RECIPIENT** shall pay St. Clair County the sum of **\$36,374.85** for communications services to be performed by St. Clair County as set forth in paragraph (1) a quarterly payment schedule has been established for 2015. The first payment is due **April 1, 2015** with subsequent payments due **June 1, 2015 September 1, 2015** and **December 1, 2015** may be established with St. Clair county government for payment of these fees.

Charges for law enforcement agencies will include each law enforcement agency's proportionate share of LEADS charges.

- 6) The **SERVICE RECIPIENT** shall pay for all St. Clair County telephone system costs incurred by the **SERVICE RECIPIENT** in changing to and/or from COUNTY'S coordinated communications services.

- 7) The **SERVICE RECIPIENT** shall provide an errors and omissions insurance policy underwritten by an insurance company, and in a form acceptable to St. Clair County, in the amount of not less than \$1,000,000 per occurrence. St. Clair County Public Building Commission, St. Clair County Central Dispatch PSAP (CENCOM), and St. Clair County Emergency Management Agency (EMA), and their employees, elected and appointed officials, contractors, consultants and volunteers, shall be included as "Additional Insured" in this policy. Coverage under this insurance policy shall extend to the negligence, wrongful act, error, omission, breach of duty, or other act committed by a Service Recipient employee, elected or appointed official, volunteer, service contractor, or consultant, which may give rise to any of the "Additional Insured" being named as a defendant in any legal action related to services performed under this Contact.

In the event a "deductible" is applied under said insurance policy to claim expense or damages against an "Additional Insured," Service Recipient shall pay the full amount of deductible applied, on behalf of the "Additional Insured."

In the event said insurance policy does not respond to any such legal action against an "Additional Insured," or should such legal action include a claim for "willful or wanton misconduct, or other uninsured claim", Service Recipient shall hold St. Clair County (and any of the Additional Insured) harmless, and shall, at its own expense, defend and protect them from any expense or loss not covered by Service Recipient's insurance policy.

- 8) This Coordinated Communications Services Contract may be terminated by either party hereto upon ninety (90) days written notice to the other party and upon approval of the St. Clair County EMA in accordance with the St. Clair County 9-1-1 Plan.
- 9) This Coordinated Communications Services Contract may be terminated immediately upon written notice by the County if the premises, facilities,

and/or equipment used by the County in fulfillment of the Service provisions of this contract are substantially destroyed or damaged through no fault of the County. If the County elects to continue this agreement and re-construct or repair the damaged premises, facilities, or equipment, then the County is not required to provide such services that are the subject of the contract until the premises, facilities, or equipment are restored to the condition existing immediately prior to such damage or destruction.

- 10) Upon termination of this Contract for any reason, the **SERVICE RECIPIENT** shall within ten (10) days remove all radio crystals or programming from its radio equipment so that said equipment will no longer be capable of transmitting on any frequencies licensed to St. Clair County by the F.C.C. This shall not apply to those frequencies licensed by the F.C.C. to the **SERVICE RECIPIENT**.
- 11) This Contract shall take effect on the **1st day of January, 2015** and shall expire on the **31st day of December, 2015**. The **SERVICE RECIPIENT** shall give COUNTY ninety (90) days written notice prior to the expiration of this Contract if the **SERVICE RECIPIENT** will not execute a similar communications services contract for the succeeding year. If the **SERVICE RECIPIENT** fails to provide the required notice, St. Clair County will not be obligated to renew said contract for the succeeding year, but may choose to do so at the sole option of the County.

ACCEPTED:

Service Recipient

St. Clair County, Illinois

By _____

By _____

Title: Mayor/Board President

Title: County Board Chairman

Date _____

Date _____

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING Wednesday, January 28, 2015 at 6:00 p.m.

Chairperson Ray Matchett called the meeting of the Personnel and Public Safety Committee to order on Wednesday, January 28, 2015 at 6:27 p.m. Those present were Chairperson Ray Matchett, Trustee Matt Trout, Trustee Mike Blaies, Mayor Seth Speiser, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Trustee Dean Pruett, Village Clerk Jerry Menard, Chief Stan Donald, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POLICE:

OLD BUSINESS:

1. Employee Return to Work: Officer Ruhmann has returned to work with no restrictions. He started teaching DARE at St. Joseph's School.

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel:

EXECUTIVE SESSION

6:28 P.M.

Trustee Matt Trout motioned to enter into Executive Session citing personnel, 5 ILCS 120/2 – (C)(1) and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED

6:41 P.M.

The committee reconvened at 6:42 p.m.

2. In-Car Computers: Tony said we have 2 shared computers currently in our cars and are looking at purchasing more. We would like to start using tablets which would work better for reporting purposes. We would like to buy one to see how it works at a cost of about \$3389. Tony said for now, we would like for the committee to review the quote and advise what direction they would like us to go. Office Schutzenhofer has researched this and can answer any questions.

Trustee Matchett told Chief Donald that Randy Stevenson and Jason Wernle came to the Legal/Ordinance Committee meeting and requested 2a.m. closings on Friday and Saturdays. Trustee Trout said people are leaving their bars to go to other towns and asked the Chief's opinion. Chief Donald said longer hours mean more drinking and more trouble. He's seen the result of drunk driving too many times.

Chief Donald left the meeting at 6:51p.m.

Personnel/Police Committee Meeting

Wednesday, January 28, 2015

Page 1 of 2

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



PERSONNEL:

A. OLD BUSINESS:

1. Approval of December 17, 2014 Minutes: *Trustee Mike Blaies motioned to approve the December 17, 2014 Minutes and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.*
2. Health Insurance Surplus Fund: *tony said this can be taken off the agenda.*
3. Job Descriptions/Handbook: *Tony said this is something that was discussed when we first started and needed to get done. Attorney Manion said that we shouldn't do anything until new codebook was in place. Job descriptions have to be tied to code book. Committee directed Tony to get them to them for review.*

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Matt Trout motioned to adjourn at 6:53 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager