

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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 22, 2016

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

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

A Personnel and Public Safety Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, February 24, 2016, at 6:00 p.m.**

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING

POLICE COMMITTEE

- A. Old Business
- B. New Business
 - 1. Police Policy – Tire Deflation Device
 - 2. CENCOM Contract Renewal

PERSONNEL COMMITTEE:

- A. Old Business
 - 1. Approval of January 27, 2016 Minutes
 - 2. Health Insurance Option to Switch to Spouse's 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)]

GENERAL ORDER

FREEBURG POLICE DEPARTMENT

SUBJECT: Tire Deflation Device (TDD)	CHAPTER No.: IV.
EFFECTIVE DATE: February 1, 2016	ORDER No.: 4 - 6
	PAGE <u>one</u> OF <u>two</u>

I. DEFINITION

Tire Deflation Devices (TDD) – devices containing numerous hollow steel spikes, When driven over, the spikes deflate a vehicle's tires at a rapid but controlled rate.

II. PROCEDURES

A. Prohibitions

Tire Deflation devices are designed to be used against vehicles substantially increases risk of bodily injury or death to the vehicle's operator and passengers. **UNDER NO CIRCUMSTANCES WILL TIRE DEFLATION DEVICES BE USED AGAINST A MOTORCYCLE OR THREE-WHEELED VEHICLE UNLESS THE USE OF DEADLY FORCE IS LEGALLY JUSTIFIED.**

B. Special cautions

1. Unless a substantial risk to the public is imminent and apparent by not terminating a pursuit, tire deflation devices will not be used against:
 - a. School buses
 - b. Buses transporting passengers
 - c. Trucks transporting explosives or other hazardous materials
 - d. Vans transporting passengers
 - e. Any other vehicle which could reasonably be expected to be above normal risk of causing serious damage or injury
2. Every reasonable effort will be made to avoid using tire deflation devices on road surfaces where, in the immediate vicinity, there is:
 - a. Standing water
 - b. Ice or snow
 - c. Exceptionally rough pavement
 - d. Unpaved roads
 - e. Other unique characteristics or circumstances that would indicate a foreseeable increase in the risk of a serious traffic crash

3. After being deployed, **DO NOT** hold onto any part of the tire deflation device as it could cause serious injury to hands, wrists, or other body parts.
4. Once the tire deflation device is in place, everyone at the scene should seek a secure location away from the path of the fleeing vehicle. **DEPLOYING OFFICERS SHOULD NOT USE THEIR VEHICLE FOR PROTECTION.**

C. Deployment

1. Tire deflation devices should be deployed in areas with unobstructed views of the roadway from both directions to aid deployment and lessen the possibility of a traffic crash. They should be used at a location which provides substantial protection for the deploying officer.
2. When the fleeing vehicle has passed the device's location, the tire deflation device should be removed from the roadway so the pursuing vehicle(s) may pass. The roadway should be free of moving traffic prior to any attempt to remove the device/device debris from the roadway.

D. Documentation

1. Use/deployment of a tire deflation device by a Freeburg officer will mean the involved officer is an active participant in a pursuit or fleeing and eluding incident. In all such circumstances, the requirements set forth in this General Order Chapter IV Order 4 – 6, will be adhered to by the involved officer(s).
2. Officers who deploy a tire deflation device will complete an incident report.

ORDINANCE NO. 1572

**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 7th day of March, 2016.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 7th day of March, 2016.

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 January 2016** by and between ST. CLAIR COUNTY, ILLINOIS hereinafter referred to as **COUNTY**, and **VILLAGE OF FREEBURG POLICE DEPT.**, located in St. Clair County, 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 telephones, radio, paging, and computerized criminal histories (LEADS) and other services. LEADS services will apply to law enforcement services 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 Systems Board (ETSB) a valid inter-agency agreement for 9-1-1 services and will continue to maintain such agreement during 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 Systems Act, ETSB Interagency Agreements and all applicable laws.
3. The **SERVICE RECIPIENT** shall furnish to St. Clair County during the month of **September 2016** and more frequently if required by the 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 forth 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 **\$42,494.20** for communications services to be performed by St. Clair County as set forth in paragraph.

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, 2016** and shall expire on the **31st day of December, 2016**. 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: _____

Title: _____

Date: _____

Date: _____

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
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PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING (Trout/Blaies/Meehling/Pruett) Wednesday, January 27, 2016 at 6:30 p.m.

Chairman Matt Trout called the meeting of the Personnel and Public Safety Committee to order on Wednesday, January 27, 2016 at 6:33 p.m. Those present were Chairman Matt Trout, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Elizabeth Niebruegge, Trustee Ray Matchett, Village Clerk Jerry Menard, Chief Stan Donald, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Denise Albers and Janet Baechle.

POLICE:

OLD BUSINESS: None.

B. NEW BUSINESS:

1. Officer Boeving to Attend ISP K-9 School: Trustee Trout stated he met with Chief Donald and Officer Boeving to training. ISP has a class that runs from February 29, 2016 – May 6, 2016 in Springfield. The cost is \$1500 which includes the room, three meals per day and all the training. With that training, they are accredited by the Training Standards Board. We would get \$750 back if the dog passes. Chief Donald confirmed this will cause some overtime. Chief Donald does not think Joel will get a per diem since he gets 3 meals a day and the fuel.

Trustee Mike Blaies motioned to recommend to the full Board Officer Boeving and Duke be sent to the ISP Canine School from February, 2016 – May, 2016 and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

Trustee Dean Pruett motioned to recommend to the full Board the 1984 Harley be declared surplus and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

PERSONNEL:

A. OLD BUSINESS:

1. Approval of December 30, 2015 Minutes: Trustee Lisa Meehling motioned to approve the December 30, 2015 Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Health Insurance Option to Switch to Spouse's Plan: Administrator Funderburg checked other municipalities and our schools, and they offer 75% of the single premium. Mayor Speiser said the amount of money going to insurance fund would drop, and our rates may increase since we would be losing a certain amount of people. Tony said you could still put a portion of that money in the insurance fund. Tony stated it benefits the village to have this policy. He will get the information out to everyone.

Personnel/Police Committee Meeting
Wednesday, January 27, 2016
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3. Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)1:

EXECUTIVE SESSION

6:47 P.M.

Trustee Dean Pruett motioned to enter into Executive Session citing personnel, 5 ILCS 120/2 – (C)(1) and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED

7:11 P.M.

Trustee Lisa Meehling motioned to reconvene the committee meeting at 7:12 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

Trustee Lisa Meehling motioned to recommend to the full Board Scott Pensoneau be hired as a full-time crew worker and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

B. NEW BUSINESS: Administrator Funderbug stated we are going to change the committee meetings to 15 minutes each which will eliminate the need to have to wait for the next one to start.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn at 7:13 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

Julie Polson
Office Manager