

**THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING  
APPLICATION AND CLICKING ON THE FOLLOWING LINK:**

Meeting ID: 447 872 7673

<https://us02web.zoom.us/j/4478727673>

We ask the public to mute their phone or mic until Public Participation  
If you have any questions, please contact Matt Trout at [mtrout@freeburg.com](mailto:mtrout@freeburg.com)

**REGULAR BOARD MEETING AGENDA – August 19, 2024 - 7:30 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 – 1. July 24, 2024 – Special Board Meeting Minutes – **Unavailable**
  - 4 – 2. August 5, 2024 – Board Meeting Minutes – **Exhibit A**
5. Finance
6. Treasurer’s Report
7. Attorney’s Report
8. ESDA Report – ESDA Report for August 19, 2024 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence
  - 10 – 1. Village Engineer’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions
12. Contracts, Releases, Agreements and Annexations
13. Bids
14. Resolutions
  - 14 – 1. Resolution #24-15 - A Resolution of the Village of Freeburg, IL Authorizing the Village of Freeburg, IL to Enter into an Intergovernmental Agreement with the Freeburg School District #70 for a School Resource officer Program – **Exhibit D**
  - 14 – 2. Resolution #24-16 - A Resolution of the Board of Trustees of the Village of Freeburg, IL, Authorizing the Village to Enter into and the Mayor to Execute an Intergovernmental Agreement Between the Village of Freeburg and the Board of Education of Freeburg Community Consolidated School District #70 for Police Coverage of After School Events - **Exhibit E**
15. Ordinances
16. Old Business
17. New Business
18. Appointments
19. Committee Meeting Minutes/Recommendations
  - 19 – 1. Electric Committee Meeting – Wednesday, August 14, 2024 – 5:30 p.m. - **Exhibit F**
  - 19 – 2. Water/Sewer Committee Meeting – Wednesday, August 14, 2024 - 5:45 p.m. – **Exhibit G**
  - 19 – 3. Streets Committee Meeting – Wednesday August 14, 2024 – 6:00 p.m. – **Exhibit H**
    - 19-3a. Recommend Accepting Christ Brothers MFT Bid in the amount of \$293,237.77 pending IDOT approval for the Savannah Oaks Resurfacing Project
    - 19-3b. Recommend Bill May be taken off Probation
    - 19-3c. Recommend Approval of the Intergovernmental Agreement between Freeburg Community Consolidated School District No. 70 and the Village of Freeburg for A School Resource Officer Program
    - 19-3d. Recommend Approval of the Intergovernmental Agreement between Freeburg Community Consolidated School District No. 70 and the Village of Freeburg for Police Coverage of After School Events
20. Upcoming Meetings
  - 20 – 1. Finance Committee Meeting – Wednesday, August 28, 2024 – 5:30 p.m.
  - 20 – 2. Legal/Ordinance Committee Meeting - Wednesday, August 28, 2024 - 5:45 p.m.
  - 20 – 3. Personnel/Police Committee Meeting – Wednesday, August 28, 2024 – 6:00 p.m.
  - 20 – 4. Board Meeting – Tuesday, September 3, 2024 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

At said Board Meeting, the Village Board of 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)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; 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)].

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Ray Matchett, Jr.  
Lisa Meehling  
Mike Blaies  
Tom Carpenter  
Dana Miller  
Robert Kaiser

**VILLAGE TREASURER**  
Bryan A. Vogel

# 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**  
Matt Trout

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Michael J. Schutzenhofer

**ESDA COORDINATOR**  
Eugene Kramer

**VILLAGE ENGINEER**  
Tim Pruett, P.E.

**VILLAGE ATTORNEY**  
Weilmuenster Keck Brown, P.C.

## VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, AUGUST 5, 2024 @ 7:30 P.M.

**CALL TO ORDER:** Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, August 5, 2024 in the Freeburg Municipal Board Room. Presentation of the meeting was also conducted by Zoom video conferencing. Village Hall was open to the public.

**PLEDGE OF ALLEGIANCE:** Those present and the Board Members recited the Pledge of Allegiance.

**ROLL CALL:** Trustee Tom Carpenter – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Dana Miller – here; Trustee Robert (Bob) Kaiser – here; Trustee Ramon Matchett, Jr. – here; Trustee James (Mike) Blaies – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Seth Speiser announced there is a quorum.

### EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, July 15, 2024.

*Trustee James (Mike) Blaies motioned to accept the minutes from the Regular Board Meeting Monday, July 15, 2024 and Trustee Elizabeth (Lisa) Meehling seconded the motion. All voting aye, the motion carried.*

### EXHIBIT B:

#### FINANCE

Trustee Tom Carpenter (Chairperson) reported on the Finance Committee Meeting held on Wednesday, July 24, 2024 at 5:30 p.m.

**1. REVISE OF BOARD LISTS:** The following expense were questioned: City of Belleville; Freeburg Printing & Publishing; Annual Drinking Water Quality Report; State Fire Marshall BHMG Engineers.

#### 2. REVIEW OF INVESTMENTS:

Trustee Carpenter said, we have one CD coming due on August 9<sup>th</sup>. Tom said that short term interest rates are creeping down. Right now, they are at 4.75%. If the board is comfortable with knowing the rates are going to fluctuate. He would like to make a motion.

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*Trustee Tom Carpenter motioned CD for \$56,625.00 maturing on August 9, 2024 to be moved to a 6-month CD at the best available rate at Citizens Community Bank, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL:* Trustee Tom Carpenter – aye, Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett Jr. – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Dana Miller – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.**

**3. INCOME STATEMENT:** Village Administrator Matt Trout stated for the most part everything is on track.

**4. TREASURER’S REPORT:** Nothing to report.

**5. FUND AND ACCOUNT BALANCE REPORT:** Village Administrator Matt Trout commented on the water is down and will continue to watch that fund.

**OLD BUSINESS:**

1. Attorney Invoices: Attorney Invoices were reviewed by the committee.

2. Newsletter: Nothing to report.

3. IML: Village Administrator Matt Trout said he sent out information and registration are open. The conference is the weekend of September 19<sup>th</sup>-22<sup>nd</sup>. If interested in going, get in touch with him.

Village Administrator Matt Trout said he received the document for the sewer plant and we did end up getting 1.95 million in loan forgiveness through the IEPA. The total amount financed will be around 11 million. The first payment will be due in September.

**NEW BUSINESS:**

1. Surplus Vehicles and Equipment: Trustee Carpenter said Public Works Director John Tolan stated he has several items to surplus. Two Dodge Dakota’s , two Billy Goats and a 2008 Impala police car.

*Trustee Tom Carpenter, motioned to Surplus the two 2006 Dodge Dakota’s, two Billy Goats, 2008 Chevy Impala, two Lamson Blowers and motors; and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL:* Trustee Tom Carpenter – aye, Trustee Ramon Matchett Jr. – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee James (Mike) Blaies – aye; Trustee Dana Miller – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.**

**TREASURER’S REPORT:** Nothing to report.

**ATTORNEY’S REPORT:** None.

**EXHIBIT C:**

**ESDA REPORT:** Mayor Speiser called on ESDA Coordinator Gene Kramer. Gene was not present. Mayor Speiser said everyone should have their ESDA Report in their packet. If you have any questions, please call Gene.

**PUBLIC PARTICIPATION:** None.

**REPORTS AND CORRESPONDENCE:**

**EXHIBIT D:**

**VILLAGE ENGINEER REPORT FOR AUGUST 5, 2024.**

1. Mayor Speiser said, everyone should have a print out of the Village Engineer’s Reports for August 5, 2024. Village Engineer Time Pruett was not present to give his report. Village Administrator Matt Trout filled us in on Tim’s report.

**RECOMMENDATIONS OF BOARDS AND COMMISSIONS:** None.

**CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS:** None.

**BIDS:** None.

**EXHIBIT E:**

**RESOLUTIONS:** Mayor Speiser stated we have Resolution #24-13 A Resolution Adopting the St. Clair County Multi-Hazard Mitigation Plan.

Village Administrator Matt Trout explained what this Resolution is about.

*Trustee Elizabeth (Lisa) Meehling motioned to adopt Resolution #24-13 by title only, and Trustee James (Mike) Blaies seconded the motion. **ROLL CALL:** Trustee Elizabeth (Lisa) Meehling – aye; Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett Jr. – aye; Trustee Tom Carpenter – aye, Trustee Dana Miller – aye; Trustee Robert (Bob) Kaiser – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.***

**EXHIBIT F:**

**RESOLUTIONS:** Mayor Speiser stated we have Resolution #24-14 A Resolution Authorizing a Representative to Sign Loan Documents.

*Trustee James (Mike) Blaies, motioned to adopt Resolution #24-14 by title only, and Trustee Robert (Bob) Kaiser seconded the motion. **ROLL CALL:** Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Ramon Matchett Jr. – aye; Trustee Tom Carpenter – aye, Trustee Elizabeth (Lisa) Meehling – aye; Trustee Dana Miller – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.***

**OLD BUSINESS:**

Village Administrator Matt Trout stated IML said that the Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue. We will discuss this later on.

**EXHIBIT G:**

**NEW BUSINESS:**

1. 2024 Lifeguard Day Proclamation: Mayor Speiser read 2024 Lifeguard Day Proclamation for everyone who was presented. Mayor Speiser presented a plaque to Pool Manager Scott Schulz to hang at the pool.

**APPOINTMENTS:** None.

**COMMITTEE MEETING REPORTS/RECOMMENDATIONS:**

**EXHIBIT H:**

**Legal/Ordinance Committee Meeting:**

Trustee Dana Miller reported on the Legal/Ordinance Committee Meeting held on Wednesday, July 24, 2024 at 5:55p.m.

**The following item or items were talked about or discussed:**

**OLD BUSINESS:**

1. Zoning Report/Nuisance Properties: Trustee Miller said, Village Engineer Tim Pruett said he receives calls daily regarding high weeds and grass.
2. Development Updates: Trustee Miller said, Village Engineer Tim said we are still waiting on the building permit for Scooters. He and Matt had a meeting with Covered Bridge. He said Coverage Bridge is scheduling a meeting to discuss this issue further and they have received a couple prices from water line contractors so they have a better idea of what is going to cost them.
3. Despain Property: Trustee Miller said, Attorney Fred Keck and Village Engineer Tim Pruett are to meet with the attorney that was appointed by the insurance company.

**NEW BUSINESS:**

1. FOIA Request: Village Administrator Matt Trout stated there have been FOIA request for the last two months.
2. Annual Water Play Day: The Fire Department is having their annual water play day on August 4<sup>th</sup>. They asked to close down Main Street by the fire house for safety reasons. The committee agreed to closing down Main Street by the fire house.

**GENERAL CONCERNS:** None.  
**PUBLIC PARTICIPATION:** None.

**EXHIBIT I:**

**Personnel/Police Committee Meeting:**

Trustee James (Mike) Blaies reported on the Personnel/Police Committee Meeting held on Wednesday, July 24, 2024 at 6:19 p.m.

**The following item or items were talked about or discussed:**

**POLICE:**

**OLD BUSIENSS:**

1. SRO: Trustee Blaies said Village Administrator Matt Trout stated they did agree to move forward with the full-time SRO at \$87,500. Matt doesn't think there will much to change with the contract. We will start the hiring process with posting in-house and then in the Tribune .

Chief Mike Schutzenhofer summarized the 99 calls since our last committee meeting.

Chief Schutzenhofer said they are doing some training for active shooters with the teachers, which will be an annual thing. He also mentioned the legislation regarding cell phones in schools, the safety and mental health aspect of it. Freeburg has kind of been the spearhead of this and they are going to have an awareness night in September.

**NEW BUSINESS:** None.

**PERSONNEL:**

**OLD BUSINESS:**

1. Office Staff and Public Works Memorandum of Understanding Regarding Vacation: Trustee Blaies stated they are still working on this.

**NEW BUSINESS:**

Trustee Blaies said earlier on the agenda under Resolutions we adopted the St. Clair County Multi-Hazard Mitigation.

Village Administrator Matt Trout said he did update the contract for Fred and the school to review it.

**GENERAL CONERNS:** None

**PUBLIC PARTICIPATION:** None

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**UPCOMING MEETINGS:**

Electric Committee Meeting – Wednesday August 14, 2024 – 5:30 p.m.  
Water/Sewer Committee Meeting – Wednesday, August 14, 2024 – 5:45 p.m.  
Streets Committee Meeting – Wednesday, August 14, 2024 – 6:00 p.m.  
Board Meeting – Monday, August 19, 2024 – 7:30 p.m.

**VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:**

**Trustee Tom Carpenter** – No thank you.

**Trustee Elizabeth Meehling** – Thanks to our lifeguards and pool manager for what a great job they have done.

**Trustee Dana Miller** – She appreciated Scot Schul and the other pool manager for their hard work along with the lifeguards.

**Village Clerk Jerry Menard** – She would like to congratulate all of the lifeguards and pool managers on a great job they have done this year. It so nice to see what great turnout we had tonight to except the plaque and letting them know how apricated they are.

**Trustee James (Mike) Blaies** – Same thing. You all did a great job.

**Trustee Ramon Matchett, Jr.** – He would like to thank the lifeguards and pool managers and John and his crew to keep the pool operating.

**Trustee Robert (Bob) Kaiser** – Same thing everyone else has said.

**Seth Speiser** –

**STAFF COMMENTS:**

**Village Engineer Tim Pruett** – absent

**Public Works Director John Tolan** – No thank you.

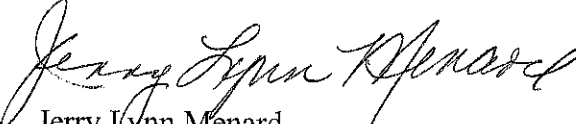
**Village Administrator Matt Trout** – He said it is nice to have pool manager like we have and lifeguards that take their job serious.

**Chief of Police Mike Schutzenhofer** – Congratulations to the lifeguards. It is a great feeling when you save a life. So, they should be proud of themselves and what a great job they all have done.

**ESDA Coordinator Gene Kramer** –

**ADJOURNMENT:** Mayor Seth Speiser called for a motion to adjourn the meeting.

*Trustee Dana Miller motioned to adjourn the Regular Board meeting of Monday, August 5, 2024 at 7:48 p.m. and Trustee Elizabeth (Lisa) Meehling seconded the motion. All voting aye, the motion carried.*



Jerry Lynn Menard  
Village Clerk

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Freeburg ESDA Report for August 19, 2024.

1. Reviewed and follow up with documentation for potential FEMA reimbursement grant money concerning Flood Damaged during last month's flooding rains.
2. Provided potential flood recovery data to Mr. Luke Denny of IEMA as a repeat of the work Freeburg had just completed for County EMA and now to verify IEMA confirmation of same data.
3. Provided SPC data concerning potential severe weather threat on Thursday August 15 to Freeburg Public service departments of Fire, Police and Public Works. Maintaining direct contact with STL NWS personnel in this area as well as monitoring local weather instrument readings.
4. Participated in Illinois ARES ARRL communications drill (Statewide) on 7.227 mhz, LSB with State IEMA on August 11, 2024 at 2000 hours UTC.
5. The "marker" placed for the Deer Field Trailer park's new siren location was observed missing by the Coordinator. Contact made with Public Works director concerning this missing marker. PW John Tolan advised he would place another marker, however, contacted by Admin. Matt T., on Tuesday, late PM, that he setting power pole siren mount was dug well inside the Deerfield Park property and not at the designated location (within easement area). ESDA Coord. contacted BRC/ATI installation personnel, requesting a meeting on Wednesday August 14 to correct this error. Both PW director and ESDA Coord. met with ATI field coordinator and all agreed this was NOT the correct location and again the "stake" was missing. Situation corrected and new location and ATI supplied mounting pole will be mounted soon.
6. Request received from Dr. Sarah Gass , Superintendent of Freeburg Community High School District 77, to be placed on "severe weather" e-mail notifications from the ESDA office "outlook" data.

7. Illinois ARRL ARES Section Emergency Coordinator announced that on Oct. 4, 2024, a communications exercise involving amateur radio operations involving a multi-state exercise with Indiana, Wisconsin and Minnesota. IEMA to provide more information through Illinois ARES as the exercise time draws close.

Respectfully submitted by Eugene Kramer, Coord.

Freeburg ESDA

**FREEBURG VILLAGE BOARD MEETING  
ENGINEER'S REPORT  
Aug. 16, 2024  
Tim Pruett, Village Engineer**

**WATER PROJECTS:** Still reviewing plans for the water line project and tower project. Providing information for the loan application.

**Covered Bridge:** Homeowners association had another meeting to discuss and gage interest. I have not heard from Ray about this meeting.

**Scooter's Coffee:** Nothing new to report

**Bids have been received for this project. 2 Bids 1) Christ Brothers Asphalt \$293,237.77 2) The Kilian Corp \$310,336.50. Recommend awarding the project to Christ Brothers Asphalt. Christ looking at first week in October.**

**Reiss- Murphy Project:** They are working on revisions to the plans.

**Barber Road Culvert:** Ordered new culvert on Oct. 2. Approved shop drawings on Oct. 6. Lead time is 5 weeks for this culvert. Looking around Sept. 9<sup>th</sup> for delivery. Coordinating construction.

**Reviewing sewer video for the Sewer and Manhole Lining project.**

**Working on drainage issues at Sleeping Indian in Timberwolf Subdivision.**

## ZONING REPORT

We continue to send letters and make calls on complaints for unmaintained properties. We continue to receive complaints about various issues, and we are dealing with them as they come in.

**The Combined Planning and Zoning Board:** No meeting this month.

Aug 2<sup>nd</sup> through Aug 16<sup>th</sup>

5 -- Occupancy Permit  
2 -- Building Permits  
    1 - Fence  
    1 - New Mobile Home 16 Harris Court

**RESOLUTION NO. 24-15**

**A Resolution of the Board of Trustees of the Village of Freeburg, Illinois,  
Authorizing the Village to Enter into and the Mayor to Execute an  
an Intergovernmental Agreement Between the Board of Education of Freeburg  
Community Consolidated School District No. 70 and the Village of Freeburg  
for a School Resource Officer Program**

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, and Freeburg Community Consolidated School District #70 are governmental bodies vested with the responsibility and authority to enforce and uphold the laws of this State, to protect and safeguard the students from public menace and crime, and to keep peace in the school and surrounding community; and

WHEREAS, Freeburg Community Consolidated School District #70 has determined a need exists for on-site police services, and the Village of Freeburg Police Department can provide those on-site police services; and

WHEREAS, the Village of Freeburg and Freeburg Community Consolidated School District #70 believes it is in the best interests of all parties to enter into an Intergovernmental Agreement for Contract Police Services and will abide by the conditions set forth in said Intergovernmental Agreement hereby incorporated and attached hereto as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

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

SECTION 2: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Intergovernmental Agreement for Contract Police Services between the Village of Freeburg and Freeburg Community Consolidated School District #70, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 19th DAY OF AUGUST, 2024.

Vote Recorded:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 24-15 cont.**

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Seth Speiser  
Village President

ATTEST:

Approval as to Legal Form

\_\_\_\_\_  
Jerry Menard  
Village Clerk

\_\_\_\_\_  
Frederick W. Keck  
Attorney at Law

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE BOARD OF EDUCATION OF FREEBURG  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.  
70 AND THE VILLAGE OF FREEBURG, ST. CLAIR  
COUNTY, ILLINOIS FOR A SCHOOL RESOURCE  
OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the BOARD OF EDUCATION OF FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 70, St. Clair County, Illinois ("FCCS" or the "District"), and the VILLAGE OF FREEBURG, an Illinois municipal corporation ("Village") (collectively, the "Parties") this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSETH:**

**WHEREAS**, FCCS operates Freeburg Community Consolidated School District No. 70, located in Freeburg, Illinois, which is within the Village's jurisdiction; and

**WHEREAS**, the Village operates the Freeburg Police Department ("Police Department"), which provides police services within the Village's jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the Village and FCCS are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2); and

**WHEREAS**, FCCS desires to have the services of one of the Village's police officers to perform the duties of a School Resource Officer ("SRO") at the District; and

**WHEREAS**, the Village and FCCS have determined it to be in the best interests of the Parties to enter into this Agreement; and

**WHEREAS**, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Freeburg Police Department, FCCS personnel, and FCCS students, parents, and other related service agencies in order to promote a safe and secure educational environment within the District's school; as well as to improve student attendance and reduce the issue of truancy; and

**NOW, THEREFORE**, in consideration of mutual promises, covenants, conditions,

and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the Parties hereto agree as follows:

**A. Definitions/Acronyms**

**Police Officer:** A police officer employed by the Police Department but who is not specifically assigned to the District.

**School Resource Officer (SRO):** A police officer employed by the Police Department who is assigned to the District through this intergovernmental agreement with the Village.

**District Administrators:** To include but not limited to, the superintendent and building principals, or other persons as designated by the superintendent.

**School Officers:** The SRO and other school personnel and District Administrators who assist in reviewing student attendance records for purposes of preventing and reducing student truancy.

**Freeburg Chief of Police:** Chief of Police or other person(s) as designated by the Freeburg Chief of Police.

**Administrator:** To include but not limited to, the Superintendent or Village Administrator, or other persons as designated by the School or Village Board.

**B. District's Authority Over the Educational Environment**

The District has identified the need for a partnership with the Village and Police Department. The Police Department will partner with District Administrators to manage disruptive student behavior and discipline issues. Collaboration between the District's Administrators and the Police Department and respect for the important roles each party holds in connection with our community youth are essential to the success of the mission of both Parties. Where it is necessary for the Police Department to be present on school property, its employees will conduct themselves according to accepted legal practices, always recognizing the responsibility and authority of District's Administrators to manage the educational environment and to minimize any impacts its actions might have upon that environment.

The Parties recognize that disciplining students is for the District's Administrators to manage, especially in light of 105 ILCS 5/10-20.14(b), amended by P.A. 99-456, eff. 9-15-16. All school disciplinary measures shall be determined by the District's Administrators or other school personnel authorized by Board of Education Policy.

If a student in the District is believed to have committed an ordinance violation, criminal law or traffic violation, the SRO and District Administrator(s), and if needed, the Freeburg Chief of Police, shall meet to discuss possible charges against the student. Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation lies with the Police Department and/or St. Clair County State's Attorney.

The Police Department recognizes that assigning SROs to the District's buildings is not a substitute for effective student discipline policies.

**C. Identified Needs for Services to Maintain the Educational Environment**

The Police Department's activities, including but not limited to, the assignment of an SRO in the District's buildings, shall align to the District's identified needs for creating and maintaining the educational environment, as well as encouraging student attendance and engagement in the educational environment. All services rendered by the Police Department and the SRO shall seek to implement a partnership that creates effective and positive school student discipline that (a) functions in concert with efforts to address school safety and climate; (b) includes more than punitive measures, e.g., restorative discipline; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

1. The District's identified needs for services from the Police Department include the following:
  - a. When requested, assistance with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted by specially trained dogs. If a search produces evidence that a student has violated or is violating either the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.
  - b. Utilization by District's Administration of proper law enforcement agency resources when the safety and welfare of students and teachers are threatened by weapons and/or the illegal use of drugs and alcohol. 105 ILCS 5/10-21.4a.
  - c. Immediate required reporting to local law enforcement authorities by the Superintendent or designees of batteries committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7.
  - d. Immediate required notification by District's Administrators to a local law enforcement agency upon receiving a report that any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties. 105 ILCS 5/10-27.1A.
  - e. Upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, immediate required notification by the Superintendent or designees to the local law enforcement authorities of all such firearm-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1A.
  - f. Upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, immediate required reporting by the Superintendent or designees to the local law enforcement authorities of all such drug-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1B.

g. Assistance with reviewing student attendance records for purposes of reducing and preventing issues of student truancy, as part of a greater effort by the District to create an environment where students feel safe at school and to combat the known risks associated with student truancy, including but not limited to increased risk of substance abuse, school drop-out, and delinquency.

h. Implementation of other sections of the School Code and/or Board of Education policy that authorize District's Administrators to work with the Police Department for the purposes of keeping schools safe and providing education or training.

2. The Police Department has identified partnership needs from the District, which include each of the following:
  - a. Sharing required reports to applicable District Administrators whenever a child enrolled in the District is detained for proceedings under the Juvenile Court Act of 1987 (705 ILCS 405/), or for any criminal offense or any violation of a municipal county ordinance (105 ILCS 5/22-20). The report shall include the basis for detaining the child, circumstances surrounding the events that led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the appropriate District Administrators of developments and the disposition of the matter. District Administrators shall keep this information separate from the official school record of the student and ensure that it does not become part of the official school record of the student. Such information shall not be a public record and will be used solely by the appropriate school personnel that the District's Administrators determine has a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.
  - b. Sharing records with law enforcement in accordance with the Reciprocal Reporting Agreement between the District and the Freeburg Police Department. 705 ILCS 405/1-7(A)(8)(A) and 5-905(l)(h)(A) and see Section J. Reciprocal Reporting, below.
  - c. Collaborating with the District to combat the negative effects on a community which may be associated with truancy, such as an increased risk of substance abuse and delinquency.
  - d. Unless otherwise prohibited by law, statute, or regulation, other information in the possession of law enforcement and in which law enforcement determines such information is important to maintain the safety and security of students, employees, and patrons of the District.

#### **D. School Resource Officer**

The Police Department shall provide to the District one (1) Freeburg Police Officer who will be designated as the School Resource Officer "SRO." The purpose, responsibilities, functions, guidelines, and general operating procedure are incorporated in this Agreement and Exhibit A as though fully set forth herein. The Agreement may be only modified, amended, or otherwise changed by mutual written agreement between the Parties from time to time, as deemed necessary and expedient.

#### **E. Compensation, Grant Funding, other State and Federal Funding**

District shall provide, at its own expense, all necessary office space, furniture and furnishings,

office supplies, janitorial services, telephone, and other utilities for the officer in connection with the performance of his or her duties under this Agreement.

District shall not be liable for direct payment of wages or other compensation to the officer providing SRO services pursuant to this Agreement.

FCCS shall pay the costs outlined below to the Village as reimbursement for the SRO's salary for that portion of the school year that the SRO is assigned to District buildings, with said period not to exceed 180 days per year (i.e. a full school year), and with said amount being calculated pursuant to the contract between the Village and the Police Union as outlined below. Due to the nature of the negotiations and the fee structure, FCCS can request additional days supporting the District with home visits, additional training of the officer or staff, and other mutually agreed upon assignments by the administrators.

For the 2024-2025 school year, the District shall reimburse \$87,500.00. These amounts represent payment for the SRO's salary based on the contract between the Village and the Police Union, a pro rata portion (based on 180 days per school year) of employer's contribution made to Social Security, SLEP, or a health benefits plan to which the officer is entitled pursuant to the Union contract, and a pro-rated portion of the officer's salary that is not covered by worker's compensation benefits.

The amounts listed above include payment by District to Village for any wages for time that the officer utilizes for training pertinent to the SRO services provided under this Agreement by SILEC (Southern Illinois Law Enforcement Commission)(i.e., recertification, D.A.R.E., etc.) during the term of this Agreement. The Parties agree that in the event that training is required that is not offered by SILEC, that the District and the Village shall be equally responsible for any costs or expenses related to that training during the term of this Agreement.

The Superintendent or designee and Police Chief or designee shall confer not less than five (5) days prior to the start of each month to determine the SRO's work schedule for the following month. For any week where the SRO will work in excess of 40 hours due to regularly assigned hours during the school day and assigned extra duty hours at the request of the District, District shall reimburse Village for overtime amounts to which SRO is entitled for services provided to the District, pursuant to the Union contract. It is anticipated that the SRO will work 7:30 a.m. to 3:30 p.m. Monday through Friday.

The Village shall transmit a monthly bill to the District for any salary, expenditures, or other expenses for which the District is responsible pursuant to the terms of this Agreement, not later than the 1st of the following month. Upon District's receipt of the monthly bills from the Village, all reimbursements for SRO services and related costs and expenses shall be due within forty-five (45) days of receipt.

The SRO and/or Police Department may apply for grant funding if available to assist with payment of SRO salary and expenses. District shall provide any necessary District information for use in such applications upon request of SRO. The District may apply for grant funding available to the District. SRO and/or Police Department shall provide any necessary information for use in such applications upon request of the District. Copies of all completed grant applications shall be provided to District by Police Department and to the Police Department by the District when submitted. Any and all amounts procured through grant funding and/or receipt of any funds made available through State or Federal school programs or legislation by the Police Department shall be used to offset the cost to the District for

payment of salary and expenses for the SRO and shall be reimbursed to the District for amounts previously paid during the term of this Agreement, if any.

#### **F. SRO Schedule**

It is the expectation of the District and the Village that the SRO will be assigned to the District full-time (40 hours/week) during the school year, not to exceed 180 days unless otherwise agreed upon between party administrators. The Parties agree that they shall develop a mutually agreeable schedule outlining the times where the SRO will be present at District buildings. It is the District's expectation that the SRO will be present during times when students are in attendance. Staffing issues at the Police Department may take precedent to the assignment of an SRO to the District.

#### **G. District Oversight of SRO at District Buildings**

The SRO will report to the building principals on all information related to said principals. The building principals will be responsible for reporting to the Superintendent. Each District Administrator responsible for overseeing the SRO in his/her/their assigned building shall monitor the SRO and serve as a liaison between the SRO and the Superintendent, who shall submit any grievances, queries, complaints, and commendations regarding services performed under this Agreement to the Chief of Police.

#### **H. SRO Employer; Assignments; Mentoring & Outreach; Supervision; Performance Evaluations; and Training**

1. **Employer.** SROs are employed solely by the Village. The District is not the employer and does not employ any SROs that are assigned to any of its school buildings, grounds, functions, or activities. The District is not and shall not be considered a joint employer of the assigned SROs for purposes of any State or Federal employment law, including but not limited to: the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964 (Title VII); the Equal Pay Act, the Illinois Human Rights Act (IHRA), Title IX of the Education Amendments (Title IX), the Rehabilitation Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), the ADA Amendments Act (ADAAA), and the Family and Medical Leave Act (FMLA). The SRO remains covered by the Village's insurance and continues to enjoy the immunities specific to his or her employment with the Village. *Section B, District Authority Over the Educational Environment*, above shall apply to the District's specific responsibilities for monitoring the performance of assigned SROs while in District's school buildings as their duties pertain to fulfilling the identified needs and goals of a District building.
2. **Assignments.** The SRO shall be assigned to the District for one hundred and eighty (180) days per year, starting on the first day of school, as designated by the official school calendar, and ending on the last day of school, as designated on the official school calendar for the year in effect. SROs shall be assigned to District's buildings based on a schedule developed by the District's Administrators in consultation with the SRO, as outlined in Section F above.

SRO duties include those specifically outlined in this Agreement and in attached Exhibit A, Roles and Responsibilities, incorporated herein. To be eligible for

assignment, SRO shall meet the qualifications outlined in attached Exhibit B, Qualifications of the SRO.

- a. **Work Hours, Uniform, and Visibility on Campus.** The SRO shall remain on school grounds for eight (8) hours during each day, except when necessary to attend a law enforcement emergency, to attend any meetings or trainings described in this Agreement, or on limited occasions to attend to official law enforcement business off campus. For those days the SRO is not able to be on campus due to his or her need to attend to official law enforcement business off campus, the Village shall provide a qualified replacement SRO to the District. For any days that neither the SRO nor a qualified replacement are on campus, the District shall not be responsible for the per diem cost of the SRO (2024-25; \$417.76). For all days that SRO is not on campus for purposes that are unrelated to the District's needs, such days shall be noted on monthly bills and amounts for those days not included in bills for reimbursement.

At all times, the SRO shall give the Superintendent reasonable advance notice when the SRO is not expected to be on campus during a scheduled work day, and the Police Department may provide a replacement SRO to the extent possible. In the event the SRO is unable to report to work due to a medical issue or a family emergency, the Village will contact the Superintendent prior to the start of the school day, if possible, and not later than one (1) hour after the Police Department is made aware of the SRO's inability to report to work that day.

The SRO shall always wear the official law enforcement uniform or other apparel issued by the Police Department while serving on District property. The SRO shall always be highly visible, when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

As noted in Section F above, the Parties shall create a mutually agreeable schedule outlining when the SRO is expected to be on each campus. The Parties agree that, in accordance with the agreed upon schedule, the SRO may be required to participate in or attend school functions after the SRO's regular duty hours. In the event an activity is not on the agreed upon schedule, the Parties agree to amend the schedule when it can reasonably be amended.

- b. **Student Search Assistance.** When requested, the SRO will assist with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence that the student has violated or is violating the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.
- c. **Administrative Hearings.** Upon request of the Superintendent, the SRO will attend suspension review and/or expulsion hearings. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. In addition, to the extent any evidence of the student's misconduct is in possession of the Police Department, the SRO, at the request of the

Superintendent or designees, will have available such evidence at the hearing. Such item will be returned to Police Department custody at the conclusion of any proceedings related to the discipline of a student. Any time worked related to Administrative Hearings other than from Monday thru Friday, 7:30 a.m.-3:30 p.m., is considered overtime.

- d. **Truancy / Student Attendance.** The SRO's duties shall include monitoring student attendance and taking steps to prevent and reduce the issue of truancy within the District. Pursuant to the Illinois School Student Records Act (ISSRA) 105 ILCS 10/, 23 Ill. Admin. Code Part 375, and the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, 34 C.F.R. Part 99, the SRO shall have limited access to school student records, as a School Official, solely for the purpose of reviewing student attendance records as part of the District's efforts to prevent and reduce truancy. The school student records reviewed by the SRO in his or her role as a School Official responsible for reviewing student attendance and combating truancy shall not be released to the Police Department. The SRO is not authorized to disclose school student records to the Police Department. The District will make the determination if a record is a school student record.

3. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$5,000,000 per occurrence and in the aggregate. Each Party may satisfy the insurance obligations under this paragraph by utilizing excess or umbrella insurance. Each Party shall name the other Parties as an additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Parties. The District and the Village agree that each shall include the other on its insurance policy and shall provide the other with a Certificate of Additional Insured each year on the anniversary of the execution of this Agreement.

The District and Village shall maintain normal and appropriate insurance coverage that will be in effect for the duration of this Agreement. Nothing in the Agreement shall be construed as a waiver of any governmental immunity including but not limited to sovereign immunity or official immunity available to either the District or Village or their agents. The Parties hereby expressly reserve all immunities available under Federal or Illinois law.

4. **Mentoring & Outreach.** The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents, and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers, and good citizenship in general. SRO will visit classrooms throughout the District to build relationships with students and staff. SRO shall provide law enforcement related education as outlined in the attached Exhibit A, SRO Roles and Responsibilities, incorporated herein.

**Supervision.** The SRO remains an employee of the Village while assigned to duty in

the District. When the SRO is on duty at the District, he or she is subject to compliance with District's policies and oversight by the Superintendent and the building principals. With input from the Police Department, the Superintendent and the building principals will monitor the SRO, based upon the individual SRO's needs, Board of Education Policies, available local resources, specific school building needs, and geographical realities. All Parties expect excellence from the SRO and are committed to frequent communications between Superintendent and the SRO in order to maintain a successful arrangement. Further, the SRO and the building principals shall meet on a regular basis to discuss issues, duties, and responsibilities.

5. **SRO Selection.** The Village shall post the job description contained in Exhibit A for the SRO assignment. The selection of the applicant will be by mutual agreement between the Village and the District. In the event the Village determines the assigned officer would be best utilized by assignment in a different capacity or for any other reasonable cause, the officer may be reassigned by the Village and another qualified officer may be assigned to the District, provided the replacement officer is acceptable to District.
6. **Required Training.** Consistent with 105 ILCS 5/10-20.67, after January 1, 2021, the Police Department shall ensure that the SRO provided to the District has completed all necessary trainings developed and approved for school resource officers. *See also 50 ILCS 705/10.22.* The Police Department shall provide the District with a certificate of completion from this training, or an approved waiver issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the SRO has completed the required course or has prior experience and training satisfying the statutory training requirements.

SRO shall be trained by the District in the use of isolated time out, time out, or physical restraint as these terms are defined in 23 Ill.Adm.Code §1.285. SRO will cooperate with any requests to document the use of the isolated time out, time out, or physical restraint.

#### I. **Record Sharing**

All Parties recognize the privacy protections of Federal and State law in disclosure of student records. When sharing information, State and Federal laws regarding school student records apply. *See* the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. Part 99 and the Illinois School Student Records Act, 105 ILCS 10/; 23 Ill. Admin. Code Part 375. The SRO is considered as a "school official" as that term is defined by the above State and Federal laws. The applicable Federal and/or State law shall control, and the District may refuse disclosure requests by the Police Department without a warrant or a subpoena/court order. The SRO and Freeburg Police Officers shall always recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of Board Policy 7:340, *Student Records*.

School student records may only be released to the Police Department by the building principal or Superintendent. Information kept by law enforcement professionals working

in a school is not considered a school student record. See 105 ILCS 10/2. Information derived from reports of law enforcement to principals regarding students detained for proceedings are not considered a school student record. 105 ILCS 5/22-20. School student records as used in this Agreement are those records defined by law and Board of Education Policy.

Within its standard operating procedures, the Police Department will include training for its officers about these laws, along with information about how to access the District's policies and procedures for school student records. For general guidance all Parties will refer to Guidelines for Interviews of Students at School by Law Enforcement Authorities (Illinois Council of School Attorneys, Revised September 2020) at

<https://www.iasb.com/IASB/media/Documents/ICSAGuidelinesforinterviewsofStudents.pdf>  
*School Resource Officers, School Law Enforcement Units, and the Family Education Rights and Privacy Act (FERPA)*, U.S. DEPT. OF EDUCATION (PTAC FAQ, February 2019), [https://studentprivacy.ed.gov/sites/default/files/resource\\_document/file/SRO](https://studentprivacy.ed.gov/sites/default/files/resource_document/file/SRO)

#### **J. Reciprocal Reporting of Criminal Offenses Committed by Students**

As outlined in Section C.2.b. above, the District and the Freeburg Police Officers shall at all times recognize and comply with (a) the School Code requirements for a reciprocal reporting system regarding criminal offenses committed by students (105 ILCS 5/10-20.14), and (b) the Juvenile Court Act of 1987, and the School Code's requirements for the management and sharing of law enforcement records and other information about students who have contact with the Police Department.

Nothing in this Agreement is intended to impose upon any Party a duty to report information to any other Party that is not otherwise required by law. This Agreement shall not be interpreted as making an obligation of a Party mandatory that is otherwise discretionary under the law or vice versa. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including, without limitation, any immunities under Sections 2-204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/1.

#### **K. School Security Video Recordings**

The District will provide access to its live feeds to their buildings and grounds in the event of a health or safety emergency. Access is strictly to allow Police Department tactical forces to become familiar with current conditions that underlie the health or safety emergency in the District's building(s).

#### **L. Cell Phone/Electronic Device Searches**

The established procedures between the Parties for searching cell phones/electronic devices must be followed. All Parties agree that cell phone/electronic device searches involve Fourth Amendment search and seizure issues and the Federal Stored Communication Act (SCA) (18 U.S.C. S2701) issues. Generally, asking for permission, calling the parents to come and search the phone, or getting a warrant solves this issue. Investigations of sexting allegations shall follow the District's administrative procedure.

#### **M. Agency and Police Interviews**

Interview by Police at school for law enforcement purposes will be permitted to the extent authorized and consistent with any Board of Education Policy or administrative procedure that is in effect, as well as 105 ILCS 5/22-85 of the Illinois School Code. Under no circumstances will the SRO or law enforcement be permitted to detain and question a student on school grounds who is under 18 and suspected of committing criminal acts without first making reasonable efforts to ensure that the student's parent or guardian or school personnel are present during the questioning. Upon request from law enforcement a copy of the Board Policy and procedures will be provided to the law enforcement official. *See Board Policy 7:150, Agency and Police Interviews.*

Within its standard operating procedures, the Police Department will include training for its officers about this policy and procedure with information about how to access the District's policies and procedures. If requested, the Superintendent or designees will attend such training.

## **N. Indemnification**

The Village and Police agree to indemnify, defend and hold harmless the District, board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of the officer or the Village.

District agrees to indemnify, defend and hold harmless the Village and Police, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of District.

## **0. General Provisions**

### **1. Scope of Agreement.**

This Agreement constitutes the entire agreement between the Parties concerning police school resource officer services to District by the Police Department of the Village and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Each Party hereto agrees to execute such further documents and to take such further steps as the other Parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.

Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government

authority.

**2. Amendment**

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto unless made in writing and duly signed by all Parties. A failure of or delay by any Party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by any Party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

**3. Assignment**

No party to this Agreement may assign it or its rights or obligations.

**4. Notices**

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested, or by overnight express delivery to the address of the Party set forth below or as otherwise directed in writing by such Party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

To the Board:

Freeburg Community Consolidated School District No.  
70 Attn: Superintendent  
408 S. Belleville St.  
Freeburg, IL 62243

With a copy to:

Heidi Eckert  
Blitz, Bardgett, and Deutch  
120 South Central Ave; Suite 1500  
St. Louis, MO 63105 (Counsel for FCCS)

To the Village:  
Freeburg Police Department  
Attn: Chief of Police  
14 Southgate Center  
Freeburg, IL 62243

With a copy to:

Weilmuenster, Keck & Brown, P.C.  
Frederick W. Keck  
3201 W. Main St.

**5. Governing Law**

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

**6. Non-Waiver of Breach**

The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

**7. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

**8. Enforcement**

No Party to this Agreement shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the Party. This Agreement shall not be construed to create a duty owed by any Party to any third party. The District and the Village agree that the exclusive claims or remedies for breach of this Agreement are limited to an action for specific performance or mandamus action or termination of the Agreement. Each Party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other Parties arising out of the performance or non- performance of any provision of this Agreement.

**9. Term of Agreement**

This Agreement shall remain in full force and effect from the date of execution through the end of the 2024-2025 school year.

**10. Program Review**

Prior to July 1<sup>st</sup> of each year of this Agreement, the Parties will meet to review the SRO program at the District and discuss the Parties' intent for the following school year. The Village shall cooperate with the District to prepare a report for the Board's review, with a recommendation to keep, modify, or terminate the SRO program.

**11. Term**

The Parties agree to meet and confer regarding any Party's necessary or requested changes to provisions of this Agreement during that term. Any changes must be made in writing and signed by both Parties. Neither Party may make any unilateral change

or termination to this Agreement. The Parties may, by mutual agreement, terminate this Agreement and if that occurs during a month of the Agreement, the money owed to the Village will be prorated to account solely for the SRO's days of service.

**12. Binding Effect**

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

**13. Time of the Essence**

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

**14. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party except to the extent incorporated in this Agreement. The former three (3) year agreement for a part-time SRO shall be null and void once both parties sign this agreement.

**15. Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement.

**16. Incorporation of Recitals**

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

**17. Authority to Execute**

Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute the same instrument.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_ day of \_\_\_\_\_, 2024.

FOR THE BOARD OF EDUCATION OF  
THE FREEBURG COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
NO. 70

FOR THE VILLAGE OF  
FREEBURG, A MUNICIPAL  
CORPORATION

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*President, Board of Education  
the Freeburg Community  
Consolidated School District No.  
70*

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*Mayor, Village of Freeburg*

ATTEST:

ATTEST:

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*Its Secretary*

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*Village Clerk*

## **EXHIBIT A: SRO Roles and Responsibilities**

**SAFETY:** The position's number one priority is student and staff safety on campus. Specifically, the SRO will:

- Review safety manuals and lead district teams in the development and/or expansion of Crisis Plans
- Assist with emergency response planning and ensure quick response times occur when issues arise that require the presence of law enforcement
- Complete safety assessments on the interior and exterior of the buildings multiple times throughout the school day and offer suggestions for improvements
- Provide resources and referrals to students who are victims, witnesses, or perpetrators of criminal offenses
- Support school staff in upholding the student handbook
- Work with the school administration, FPD, and/or state's attorney to consider restorative justice practices
- Respond immediately to any criminal act which disrupts the learning environment and/or compromises the safety of students and staff
- Investigate and report violations of criminal law on school grounds
- Assist with security at school events and/or functions as requested
- Work with district administrations to assist other officers with outside investigations relating to FCCS student safety

**EDUCATION:** The SRO serves as a resource liaison between the school and the Freeburg Police Department. The SRO gives students, teachers, and families someone from whom to seek guidance on law enforcement matters. Specifically, the SRO will:

- Initiate, develop, and deliver educational programs involving law enforcement and the school.
  - o Topics include but are not limited to:
    - Tobacco, alcohol, and drug use
    - Bullying prevention
    - Gang violence
    - Conflict resolution
    - Crisis management
    - Violence Prevention
    - School Safety
    - Personal safety
    - Understanding the law- criminal activity and consequences
    - Interacting with law enforcement officials
    - Role of the SRO and law enforcement
  - o The recipients of these programs may include:
    - Students

- Parents/School Community Members
- Administrators, Teachers, and Staff
- Freeburg Police Department
- FCCS administration and school board
- Other school-based groups
- o Such programs may take several forms, including:
  - Guest lecturer in the classroom
  - In-services to school and police personnel
  - Presentations to the community
  - Informal exchanges with students, parents, school personnel, and the community
- Provide guidance to students, staff, parents, and school community members as requested
- Remain current and grow professionally on topics surrounding school/student safety through study, participation in professional activities, and SRO-specific training

**COMMUNITY RELATIONS:** The SRO provides students with another trustworthy adult to talk to within the school environment. The SRO builds connections with students, staff, and the school community, and serves as a resource liaison who is a familiar face to assist both students and staff. Specifically, the SRO will:

- Support and serve students and staff in law enforcement situations when requested by the principal, student, or parent
- Act as a resource person to answer questions that students, parents, and staff may have concerning law enforcement matters
- Provide a conduit for communication between law enforcement agencies and FCCS on issues pertaining to student safety
- Work collaboratively with counselors, social workers, admin, and faculty to refer students and/or families to the appropriate assistance agencies when needed
- Attend extracurricular activities held at FCCS, as requested
- Promote a positive relationship between students and law enforcement officials
- Work collaboratively with FCCS, SROs from other jurisdictions within the County, and the County Probation and Health Departments to create safe and drug free schools and promote healthy youth development
- Facilitate rapport between students, faculty, and parents by being available before, during, and after school
- Encourage input from the school and community to develop ongoing policies that promote a safe and inclusive school environment
- Collaborate with administration and/or social worker to address truancy, possible threats to student safety, and/or other aspects that may deter a student from attending school.

## **EXHIBIT B: QUALIFICATIONS OF THE SRO**

The SRO must, at a minimum, possess the following qualifications:

1. Be a certified police officer with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have experience working with youths;
4. Have completed training regarding the duties and responsibilities of a school resource officer, as selected by the Chief of Police;
5. Have completed (after January 1, 2021) all necessary training developed and approved for school resource officers (50 ILCS 705/10.22);
6. Have strong verbal, written, and interpersonal skills, including public speaking;
7. Be able to function as a strong role model for students in the District; and
8. Possess an even temperament and set a good example for students.

**RESOLUTION NO. 24-16**

**A Resolution of the Board of Trustees of the Village of Freeburg, Illinois,  
Authorizing the Village to Enter into and the Mayor to Execute an Intergovernmental  
Agreement Between the Village of Freeburg and the Board of Education of Freeburg  
Community Consolidated School District #70 for Police Coverage of After School Events**

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, and the Board of Education of Freeburg Community Consolidated School District #70 believes it is in the best interests of the parties to enter into an Intergovernmental Agreement for Police Coverage of After School Events for the safety of the school, its students, teachers and staff personnel.

WHEREAS, the Village of Freeburg and the Board of Education of the Freeburg Community Consolidated School District #70 will abide by the conditions set forth in the Intergovernmental Agreement for Police Coverage of After School Events hereby incorporated and attached hereto as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

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

SECTION 2: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Intergovernmental Agreement for Police Coverage of After School Events between the Village of Freeburg and the Board of Education of Freeburg Community Consolidated School District #70, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 19th DAY OF AUGUST, 2024.

Vote Recorded:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION NO. 24-16 cont.**

ATTEST:

\_\_\_\_\_  
Seth Speiser, Village President

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approval as to Legal Form:

\_\_\_\_\_  
Frederick W. Keck  
Weilmuenster, Keck & Brown, P.C.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE BOARD OF EDUCATION OF FREEBURG COMMUNITY  
CONSOLIDATED DISTRICT #70 AND THE VILLAGE OF FREEBURG, ST.  
CLAIR COUNTY, ILLINOIS FOR POLICE COVERAGE OF  
AFTER SCHOOL EVENTS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the BOARD OF EDUCATION OF FREEBURG COMMUNITY CONSOLIDATED DISTRICT #70, St. Clair County, Illinois ("FCCS" or the "District"), and the VILLAGE OF FREEBURG, an Illinois municipal corporation ("Village") (collectively, the "Parties") this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSETH:**

**WHEREAS**, FCCS operates Freeburg Community Grade School, located in Freeburg, Illinois, which is within the Village's jurisdiction; and

**WHEREAS**, the Village operates the Freeburg Police Department ("Police Department"), which provides police services within the Village's jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the Village and FCCS are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2); and

**WHEREAS**, FCCS desires to have the services of one of the Village's police officers to be present in his/her capacity as a police officer during after school events that take place at the District; and

**WHEREAS**, the Village and FCCS have determined it to be in the best interests of the Parties to enter into this Agreement.

**NOW, THEREFORE**, in consideration of mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the Parties hereto agree as follows:

**A. Definitions/Acronym**

**Police Officer:** A law enforcement officer employed by the Village who is not specifically assigned to the District.

**District Administrators:** To include but not limited to, the Superintendent and building principals, or other persons as designated by the Superintendent.

**Freeburg Chief of Police:** Chief of Police or other person(s) as designated by the Freeburg Chief of Police.

**After School Events:** Activities that occur outside the regular school day where a Police Officer is present.

**B. Scheduling**

The Superintendent shall provide the dates and times of After School Events at the beginning of each sports season, but not less than fifteen (15) days prior, for all After School Events at which the Police Chief shall provide a Police Officer.

**C. Identified Needs for Services at After School Events**

The Police Officer will be present, in uniform, and acting in a law enforcement capacity at agreed times for each After School Event.

**D. Notification of Incidents**

The Police Officer shall report to the Superintendent or designee any incidents in which she or he was involved during any After School Event as soon as practicable, but not later than 24-hours after the incident.

In the event the incident involves a student or students of the District, the administrator on duty will be immediately notified of the incident. To the extent permitted by law or any Reciprocal Reporting Agreement in place between FCCS and the Village, information regarding the incident will be provided to FCCS.

**E. Compensation**

The District shall pay the Police Department fifty dollars (\$50) per hour, with a minimum of two (2) hours per After School Event, for provision of Police Officer.

The Village shall transmit a monthly bill to the District for any amounts for which the District is responsible pursuant to the terms of this Agreement, not later than the 1st of the following month. Upon District's receipt of the monthly bills from the Village, all reimbursements for law enforcement services shall be due within forty-five (45) days of receipt.

**F. Employer**

Police Officers are employed solely by the Village. The District is not the employer and does not employ any Police Officers that are assigned to any After School Events. The District is not and shall not be considered a joint employer of the assigned Police Officers for purposes of any State or Federal employment law, including but not limited to: the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964 (Title VII); the Equal Pay Act, the Illinois Human Rights Act (IHRA), Title IX of the Education Amendments (Title IX), the Rehabilitation Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), the ADA Amendments Act (ADAAA), and the Family and Medical

Leave Act (FMLA). The Police Officers remain covered by the Village's insurance and continues to enjoy the immunities specific to his or her employment with the Village.

**G. Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$5,000,000 per occurrence and in the aggregate. Each Party may satisfy the insurance obligations under this paragraph by utilizing excess or umbrella insurance. Each Party shall name the other Parties as an additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Parties. The District and the Village agree that each shall include the other on its insurance policy and shall provide the other with a Certificate of Additional Insured each year of this Agreement.

The District and Village shall maintain normal and appropriate insurance coverage that will be in effect for the duration of this Agreement. Nothing in the Agreement shall be construed as a waiver of any governmental immunity including but not limited to sovereign immunity or official immunity available to either the District or Village or their agents. The Parties hereby expressly reserve all immunities available under Federal or Illinois law.

## **H. General Provisions**

### **1. Scope of Agreement.**

This Agreement constitutes the entire agreement between the Parties concerning Police Officer services to District for After School Events by the Police Department of the Village and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Each Party agrees to execute such further documents and to take such further steps as the other Parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.

Each party shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government authority.

### **2. Assignment**

No party to this Agreement may assign it or its rights or obligations.

### **3. Notices**

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested, or by overnight express delivery to the address of the Party set forth below or as otherwise directed in writing by such Party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

To the Board:

Freeburg Consolidated Community School Dist. #70  
Attn: Superintendent  
401 S. Belleville St.  
Freeburg, IL 62243

With a copy to:

Heidi Eckert  
Blitz, Bardgett, and Deutch  
120 South Central Ave., Suite 1500  
St. Louis, MO 63105  
(Counsel for FCCS)

To the Village:

Freeburg Police Department  
Attn: Chief of Police  
14 Southgate Center  
Freeburg, IL 62243

With a copy to:

Weilmuenster, Keck & Brown, P.C.  
Frederick W. Keck  
3201 W. Main St.  
Belleville, IL 62226  
(Counsel for the Village)

#### **4. Governing Law**

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

#### **5. Non-Waiver of Breach**

The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

#### **6. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be

affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

## **7. Enforcement**

No Party shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the Party. This Agreement shall not be construed to create a duty owed by any Party to any third party. The District and the Village agree that the exclusive claims or remedies for breach of this Agreement are limited to an action for specific performance or mandamus action or termination of the Agreement. Each Party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other Parties arising out of the performance or non-performance of any provision of this Agreement.

## **8. Term of Agreement**

This Agreement shall be in effect upon signature of the Parties for the 2024-2025 school year to include the months of June 2025, July 2025, and August 2025 prior to the 2025-2026 school year starting.

The Parties agree to meet and confer regarding any Party's necessary or requested changes to provisions of this Agreement during that term. Any changes must be made in writing and signed by both Parties. Neither Party may make any unilateral change or termination to this Agreement.

## **9. Binding Effect**

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

## **10. Time of the Essence**

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

## **11. Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement.

## **12. Incorporation of Recitals**

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

## **13. Authority to Execute**

Each signatory hereto represents and warrants that he or she has the proper and necessary corporate authority to execute this Agreement and bind his or her entity to the terms and conditions of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute the same instrument.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE BOARD OF EDUCATION OF THE  
FREEBURG COMMUNITY  
CONSOLIDATED DISTRICT NO. 70

FOR THE VILLAGE OF FREEBURG,  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
*President, Board of Education  
the Freeburg Community  
Consolidated District #70*

\_\_\_\_\_  
*Mayor, Village of Freeburg*

ATTEST:

ATTEST:

\_\_\_\_\_  
*Its Secretary*

\_\_\_\_\_  
*Its Clerk*

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Ray Matchett, Jr.  
Lisa Meehling  
Mike Blaies  
Tom Carpenter  
Dana Miller  
Robert Kaiser

**VILLAGE TREASURER**  
Bryan A. Vogel

# 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

**ELECTRIC COMMITTEE MEETING**  
(Blaies/Carpenter/Kaiser/Meehling)  
Wednesday, August 14, 2024 at 5:30 p.m.

**VILLAGE ADMINISTRATOR**  
Matt Trout

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Michael J. Schutzenhofer

**ESDA COORDINATOR**  
Eugene Kramer

**VILLAGE ENGINEER**  
Tim Pruett, P.E.

**VILLAGE ATTORNEY**  
Weilmuenster Keck Brown, P.C.

The meeting of the Electric Committee was called to order at 5:31 p.m. on Wednesday, August 14, 2024 by Chairperson Mike Blaies. Committee members present were Chairperson Mike Blaies, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Ray Matchett, Trustee Dana Miller, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Village Attorney Fred Keck, Village Administrator Matt Trout, Village Engineer Tim Pruett, Office Manager Mary Downen. Guest present: None. There were no guests present via Zoom.

## A. OLD BUSINESS:

1. Approval of July 10, 2024 Minutes: Trustee Lisa Meehling motioned to recommend to the full Board approval of the July 10, 2024, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.
2. Customer Issues: Head Lineman Shane Krauss stated during the storm we did have a partial outage at the AT&T building on St. Clair and Alton. We believe it was due to lightning. Also, a Waste Management truck pulled down a pole. Public Works Director John Tolan said there was an outage at SAVE site. It had blown a fuse. Shane added he thinks it was from a lightning strike as well.
3. IMEA Energy Efficiency Grant: John spoke with Matt and Shane and they plan to meet in the next couple of weeks as there is a decent balance in there and it needs to be used by May 2025.
4. Cemetery Road Line Extension: Shane said hopefully by next meeting we will have it wrapped up.
5. Versalift Update: Shane said we got it back and it is back in service.

## B. NEW BUSINESS:

Shane stated they had Urge and NESHP testing. NESHP compliance came back and everything tested good. That is the emissions side of things. The Urge testing is the capacity of credits. We were a little bit short of where we were last year. It depends on Versa lift how the engines are running on that particular day. Everything is automated now. We were 29kw lower than last year. Some of that is at the North Sub as we can't claim all the credits. Even though they ran higher we are capped at what we can claim there. Trustee Blaies asked if we have always been capped at the North Sub. Shane responded yes, because those credits came from the old units at the South Sub.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

Electric Committee Meeting Minutes  
Wednesday August 14, 2024  
Page 1 of 2

**E. ADJOURN:** *Trustee Bob Kaiser motioned to adjourn at 5:44 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

A handwritten signature in black ink that reads "Mary Downen". The signature is written in a cursive, flowing style.

Mary Downen  
Office Manager

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Ray Matchett, Jr.  
Lisa Meehling  
Mike Blaies  
Tom Carpenter  
Dana Miller  
Robert Kaiser

**VILLAGE TREASURER**  
Bryan A. Vogel

# 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

**PUBLIC WORKS COMMITTEE MEETING**  
Trash/Water/Sewer  
(Kaiser/Blaies/Meehling/Miller)  
Wednesday, August 14, 2024 at 5:45 p.m.

**VILLAGE ADMINISTRATOR**  
Matt Trout

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Michael J. Schutzenhofer

**ESDA COORDINATOR**  
Eugene Kramer

**VILLAGE ENGINEER**  
Tim Pruett, P.E.

**VILLAGE ATTORNEY**  
Weilmuenster Keck Brown, P.C.

The Public Works Committee Meeting was called to order at 5:45 p.m. on Wednesday, August 14, 2024, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Tom Carpenter, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Crew Leader Bob Jenkins, Police Chief Mike Schutzenhofer, Village Administrator Matt Trout, Village Engineer Tim Pruett, and Office Manager Mary Downen. Guest present: None. There were no guests present via Zoom.

## A. OLD BUSINESS:

1. Approval of July 10, 2024 Minutes: *Trustee Mike Blaies motioned to recommend to the full Board approval of the July 10, 2024 minutes, and Trustee Lisa Meehling seconded the motion.* All voting yea, the motion carried.
2. New Sewer Plant: Public Works Director John Tolan said it is working very well. Haier is working on the punch list and they will be here on Monday to repair the road as we are going to oil and chip on Wednesday. Village Administrator Matt Trout added he is working with IEPA to get some of the final documents they still need.
3. Sewer issues: John advised during the storm there were a couple of residents that had sewer back up in their basements. It was discussed with the Board and Village Attorney Fred Keck that it was an act of God. Matt said there was an issue on Sleeping Indian and it was decided to set-up a meeting with the residents to discuss.
4. FSH Minutes: Nothing.
5. Water System Upgrades: Village Engineer Tim Pruett said we received plans. She did give us a couple of options and we are looking at them to figure out which one we want to go with. We will meet with her next week and try to finalize these plans and get them to EPA for permits.

## B. NEW BUSINESS:

Tim gave an update on Covered Bridge.

## C. GENERAL CONCERNS: None

## D. PUBLIC PARTICIPATION: None.

## E. ADJOURN: *Trustee Dana Miller motioned to adjourn the meeting at 6:24 p.m. and Trustee Mike Blaies seconded the motion.* All voting yea, the motion carried.

A handwritten signature in black ink, appearing to read "Mary Downen". The signature is written in a cursive, flowing style.

Mary Downen  
Office Manager

## VILLAGE PRESIDENT

Seth Speiser

## VILLAGE CLERK

Jerry Menard

## VILLAGE TRUSTEES

Ray Matchett, Jr.

Lisa Meehling

Mike Blaies

Tom Carpenter

Dana Miller

Robert Kaiser

## VILLAGE TREASURER

Bryan A. Vogel

**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

Matt Trout

## PUBLIC WORKS DIRECTOR

John Tolan

## POLICE CHIEF

Michael J. Schutzenhofer

## ESDA COORDINATOR

Eugene Kramer

## VILLAGE ENGINEER

Tim Pruett, P.E.

## VILLAGE ATTORNEY

Weilmuenster Keck Brown, P.C.

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Matchett/Carpenter/Kaiser/Miller)  
Wednesday, August 14, 2024 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:25 p.m., on Wednesday, August 14, 2024, by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling, Village Attorney Fred Keck, Public Works Director John Tolan, Crew Leader Bob Jenkins, Police Chief Mike Schutzenhofer, Village Administrator Matt Trout, Village Engineer Tim Pruett, and Office Manager Mary Downen. Guest present: None. Guests present via Zoom: None.

**POOL:****A. OLD BUSINESS:** None.**B. NEW BUSINESS:**

1. Inspection Report: Public Works Director John Tolan said the inspection went very well. They do a very good job at the pool. He said they shut off the big pool and once they finish the oil and chip, they will close things up. He added there are couple of things that need repaired/replaced for next year.

**STREETS:****A. OLD BUSINESS:**

1. Approval of July 10, 2024 Minutes: Trustee Dana Miller motioned to recommend to the full Board approval of the July 10, 2024, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.
2. Drainage Problem Areas/Stormwater Run-Off: Village Engineer Tim Pruett gave an update on Barber Lane. He said they received and approved the shop drawings and released for fabrication. They are hoping the culvert will be delivered within the proposed 5 weeks.

John said we came out of the storm pretty good. There wasn't any major flooding. They did replace the culvert on Wolf Road and one on Cemetery Road. Also, from the storm we had three culverts on Country Side Lane at Schiermeier Road that were washing out.

3. Customer Issues: None.
4. MFT: John said oil and chip is scheduled for Monday and Tuesday. They have their routes set-up and have notified the schools and bus garage. On Wednesday, they are going to oil and chip the West Plant.

Tim said we can go ahead with the Savannah Oaks Resurfacing Project as we had open bids today. We had two bidders, Christ Brothers Asphalt and The Kilian Corp. Christ Brothers Asphalt was the low bid at \$293,237.77. This will be paid with the Rebuild Illinois money and the rest will come out of MFT.

*Trustee Dana Miller motioned to send to the full Board to Accept Christ Brothers Asphalt bid of \$293,237.77 pending IDOT approval for the Savannah Oaks Resurfacing Project, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.*

**B. NEW BUSINESS:**

1. Knights of Columbus Collection Request for September 21, 2024: This is a yearly request from Knights of Columbus. The committee agreed with the request.
2. Public Camping Ordinance: Village Administrator Matt Trout discussed IML's model ordinance.
3. Bill May End of Probation: John stated his probation ends August 17<sup>th</sup> and would like approval to take him off probation. He added he does a really good job.

*Trustee Tom Carpenter motioned to recommend to the full Board Bill May be taken off probation, and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.*

5. SRO: Matt said there are two different agreements. One is for the SRO and one is for after-hours events. Dr. Brink will take to her board for approval as well. He has gone over it with Village Attorney Fred Keck and it is their recommendation to move this forward to the board.

*Trustee Tom Carpenter motioned to recommend to the full Board the SRO Agreement between the Freeburg Grade School and the Village of Freeburg and the Agreement for After School Events between the Freeburg Grade School and the Village of Freeburg, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.*

6. Office Staff and Public Works Memorandum of Understanding Regarding Vacation:

**EXECUTIVE SESSION**

**7:39 P.M.**

*Chairman Ray Matchett motioned to enter into Executive Session to Collective Negotiating Matters, 5 ILCS 120/2(c)(2), and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.*

**EXECUTIVE SESSION ENDED**

**7:53 P.M.**

*Chairman Ray Matchett reconvened the regular meeting at 7:53 p.m.*

7. Executive Session Minutes:

**EXECUTIVE SESSION**

**7:01 P.M.**

*Trustee Bob Kaiser motioned to enter Executive Session to Executive Session Minutes, 5 ILCS 120/2(c)(21) and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.*

**EXECUTIVE SESSION ENDED**

**7:38 P.M.**

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None

**E. ADJOURN:** *Trustee Bob Kaiser motioned to adjourn the meeting at 7:54 p.m., and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.*



Mary Downen  
Office Manager