

**IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, 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

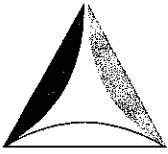
Village Hall will be open to the public for this meeting

REGULAR BOARD MEETING AGENDA – AUGUST 15, 2022 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. August 1, 2022 – Board Meeting Minutes – **Unavailable**
5. Finance
6. Treasurer’s Report
7. Attorney’s Report
8. ESDA Report – ESDA Report for August 1, 2022 – **Exhibit A**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit B**
 - 10 – 2. Proclamation for Girls’ Softball Team – **Exhibit C**
11. Recommendations of Boards and Commissions
12. Contracts, Releases, Agreements and Annexations
13. Bids
14. Resolutions -
 - 14 – 1. Resolution #22-14: A Resolution in Support of St. Clair County Parks Grant Funding Cycle #28 – **Exhibit D**
 - 14 – 2. Resolution #22-15: A Resolution Authorizing the Village of Freeburg to Enter into an Intergovernmental Agreement with Freeburg Community Consolidated School District #70 for a School Resource Officer Program – **Exhibit E**
 - 14 – 3. Resolution #22-16: A Resolution Authorizing the Village of Freeburg to Enter into an Intergovernmental Agreement with Freeburg Community Consolidated School District #70 for Police Coverage of After School Events – **Exhibit F**
 - 14 – 4. Resolution #22-17: A Resolution Amending the Solid Waste Collection Fees (2022) – **Exhibit G**
15. Ordinances –
 - 15 – 1. Ordinance #1747: An Ordinance Repealing Ordinance #1742 and Authorizes the Mayor to Execute And the Village Board to Enter into a Successor Collective Bargaining Agreement with the Policemen’s Benevolent Labor Committee – **Exhibit H**
16. Old Business
17. New Business – Accept Citizens Bank Bid of a \$1,000,000 CD at 3% for 47 months – **Exhibit I**
18. Appointments
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, August 10, 2022 – 5:30 p.m. – **Exhibit J**
 - 19-1a. Recommend BHM&G Invoice #S02185-100 in the amount of \$19,951.45 – **Exhibit K**
 - 19-1b. Recommend Project #22-06, transformer purchase from B&B Transformer for two 167 KVA transformers at a cost of \$15,990.00 – **Exhibit L**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, August 10, 2022 – 5:45 p.m. – **Exhibit M**
 - 19-2a. Recommend Payment of Haier Plumbing Pay Request #11 in the amount of \$556,022.56 – **Exhibit N**
 - 19-2b. Recommend Payment of Volkert Invoice #507271 in the amount of \$1,094.00 – **Exhibit O**
 - 19-2c. Recommend Payment of Volkert Invoice #807095 in the amount of \$1,750.00 – **Exhibit P**
 - 19-2d. Recommend Solid Waste Collection Fee Increase to \$13.50 per month effective With the January, 2022 Billing – see item #14 - 4

- 19 – 3. Streets Committee Meeting – Wednesday, August 10, 2022 – 6:00 p.m. – **Exhibit Q**
 - 19-3a. Recommend Resolution of Support for St. Clair County Parks Grant – see item #14-1
 - 19-3b. Recommend Payment of TWM Invoice #74169 in the amount of \$961.25 – **Exhibit R**
 - 13-3c. Recommend Repealing Ordinance #1742 and Authorize Approval of Police Union Contract– see item #15-1
 - 13-3d. Recommend FCCS District #70 School Resource Officer Program – see item #14-2
 - 13-3e. Recommend FCCS District #70 Police Coverage of After School Events – see item #14-3
 - 13-3f. Recommend the Hires of Brittney Newport and Hunter Borger as full-time police officers
20. Upcoming Meetings
 - 20 – 1. Finance Committee Meeting – Wednesday, August 24, 2022 – 5:30 p.m.
 - 20 – 2. Legal/Ordinance Committee Meeting – Wednesday, August 24, 2022 – 5:45 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, August 24, 2022 – 6:00 p.m.
 - 20 – 4. CLOSED IN OBSERVANCE OF LABOR DAY, Monday, September 5, 2022
 - 20 – 5. Board Meeting – Tuesday, September 6, 2022 – 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).

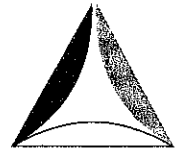


ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER[®]
FREEBURG, IL 62243



DIRECTOR:
[618] 539-3764

Report to Mayor and Village Trustees

August 15, 2022

- A. August 2, 2022: Conduct Outdoor Tornado Warning Siren Tests at 10:00 AM with all sirens reported to operate properly by Public Works personnel at each site.
- B. Participate in Statewide IEMA Region 8 Starcom communications monthly test. This test includes communications with the National Weather Service Office in St. Louis, Mo.
- C. Attend the Crisis Management Team meeting at FCHS (District 77) school library that also included St. Joseph Catholic School and the Freeburg District #70. This also included the Freeburg Police Chief, Freeburg Fire Chief, Freeburg PD Resource officer. Meeting review time from 9:00 AM – 10:02 AM.
- D. Severe Weather Alert prompts ESDA office into EOC mode. The Alerts began August 3, 2022 with a Severe Thunderstorm Watch issued at 1:53 PM and valid until 7:30 PM.

Severe Thunderstorm WARNING issued at 5:05 pm for Northern St. Clair Co.

Severe Thunderstorm Warning issued at 5:34 pm for the ENE section of the County until 6:15 pm.

Severe Thunderstorm Warning for NW St. Clair County at 10:20 pm and valid until 11:00 pm.

Fortunately NO severe weather issues for the immediate Freeburg area during these warnings. ESDA EOC mode for Skywarn operations involved over 45 ARES members throughout the County providing information from their respective areas. Information forwarded from Freeburg ESDA to the National Weather Service Office AND communicated with Freeburg PD officers on duty via both Starcom 2100 radio system and our Freeburg VHF communications system. Special note that the office maintained radio contact on our VHF frequency with the Freeburg Swimming Pool. See map attachments).

- E. Notified by CASM through ICTAP for the updates to the system configuration and the need for Freeburg ESDA to provide updated communications equipment and frequency data to the CASM project. The CASM operation is the primary resource nationwide for the emergency communications community to inventory and share agency asset and COMU information for the purpose of planning public safety communications operability and interoperability. Freeburg

ESDA office sent a request to our local Department Chiefs of Police, Fire and Public Works to begin gathering this data for the updating within the system during this reporting period.

- F. Received an email from Mr. William Matthews, Disaster Recovery Specialist III, Division of Recovery with the IEMA, whereby they are requesting information related to the disposition of supplies and equipment , which were purchased and reimbursed by FEMA for COVID-19 relief and response efforts. This is from our IEMA project #146643 whereby Freeburg ESDA-Village of Freeburg, received the \$7,565.76 to cover our initial COVID – 19 PPE items. Submitted this information to our Village Administrator as it relates to the disposition of supplies and equipment that was covered under this reimbursement. Once data received, I will forward to IEMA, Attn. William Matthews.
- G. Data to be received from the National Weather Service, St. Louis, to Freeburg as the time for the Freeburg Homecoming approaches under our “large scale outside event” application for notifications was requested several months ago. Freeburg ESDA office will, as done in the past, remain OPERATIONAL during the Homecoming parade event to monitor for specific and potential severe weather development during this period to communicate any and all information to the FD and PD personnel involved in the parade event. ESDA office will also relay and/or connect with the County EMA for any requests from the PD and FD during this time period as well.
- H. Conducted the St. Clair County ARES/AuxCom-RACES communications exercises from the Freeburg ESDA office August 9,2022 from 6:30 pm – 7:45 pm.

Respectfully submitted,

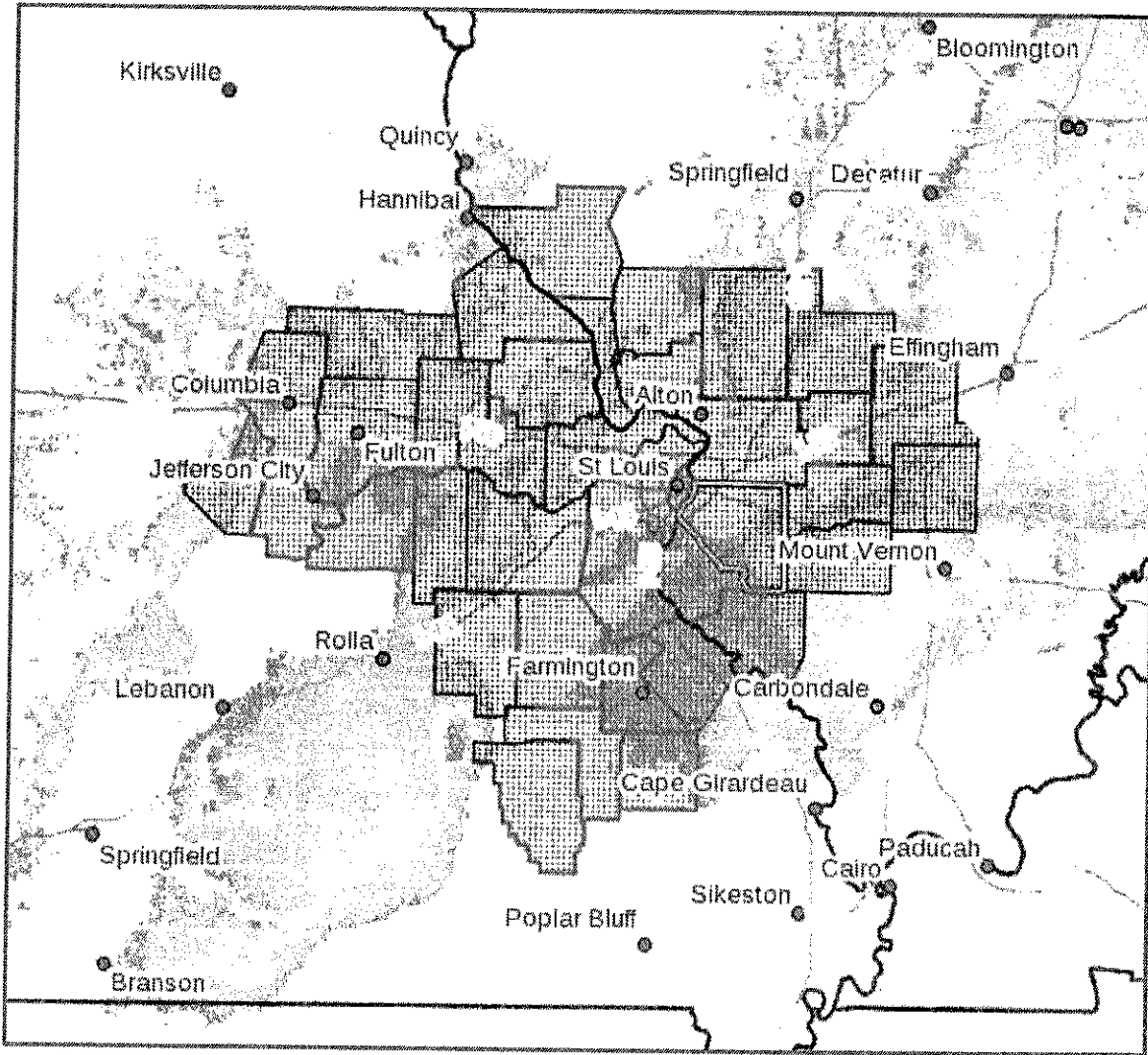
Coordinator Eugene Kramer

Freeburg ESDA



Interactive NWS Alert

New event: Severe Thunderstorm Watch for St. Clair County, IL
Sent via email and SMS at 153 pm CDT, Aug 3rd 2022



Radar valid at 900 pm CDT, Aug 3rd 2022



NWS Alert



User Alert Area

ILC005-013-027-051-061-083-117-119-121-133-135-149-157-163-189-
MOC007-019-027-051-055-071-073-093-099-113-123-135-139-151-163-
179-183-186-187-189-219-221-510-040200-
/O.NEW.KLSX.SV.A.0515.220803T1853Z-220804T0200Z/

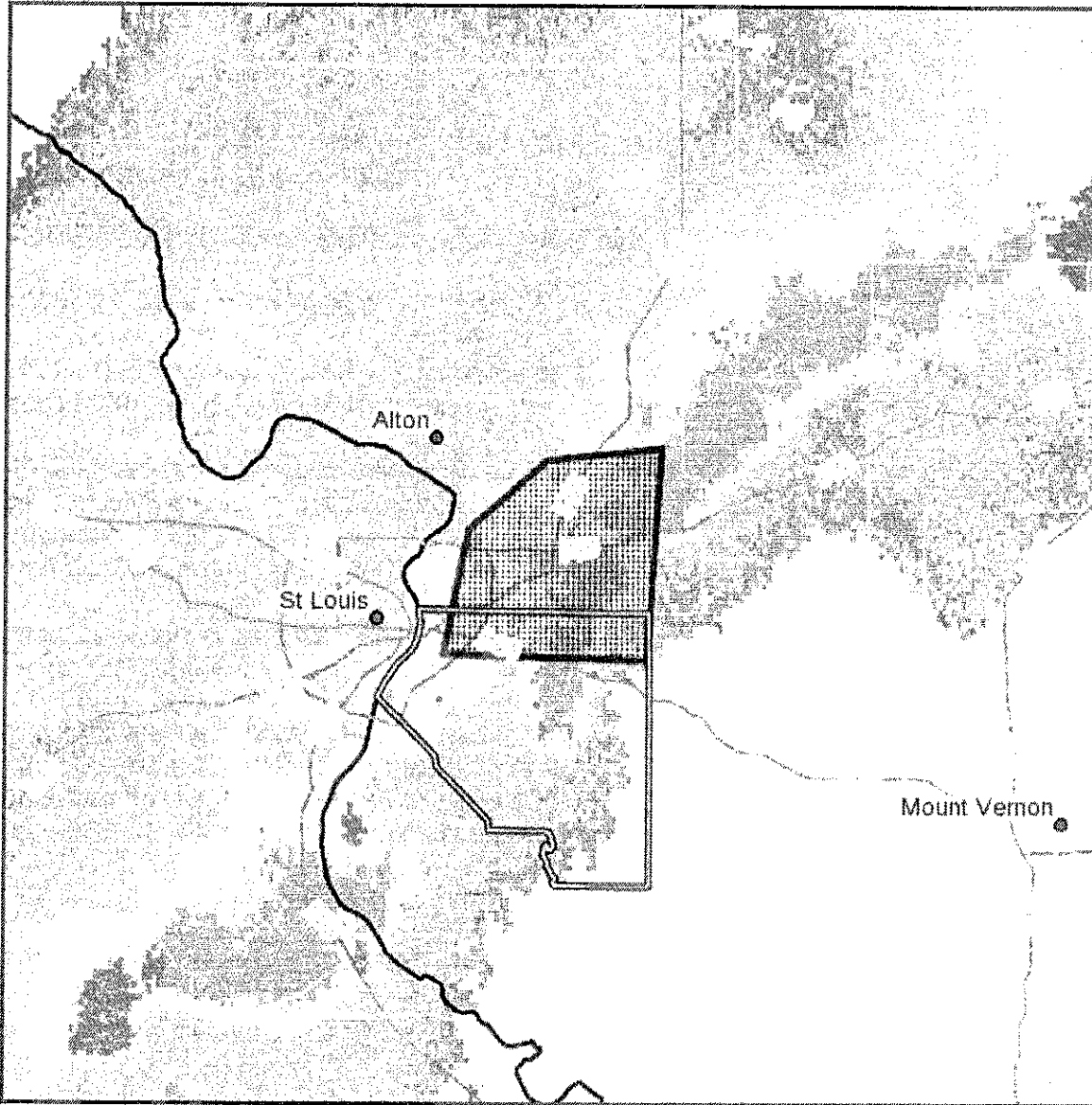
THE NATIONAL WEATHER SERVICE HAS ISSUED SEVERE THUNDERSTORM
WATCH
515 IN EFFECT UNTIL 9 PM CDT THIS EVENING FOR THE FOLLOWING AREAS

IN ILLINOIS THIS WATCH INCLUDES 15 COUNTIES

IN SOUTH CENTRAL ILLINOIS

 **Interactive NWS Alert**

New event: Severe Thunderstorm Warning for St. Clair County, IL
Sent via email and SMS at 505 pm CDT, Aug 3rd 2022



Radar valid at 545 pm CDT, Aug 3rd 2022

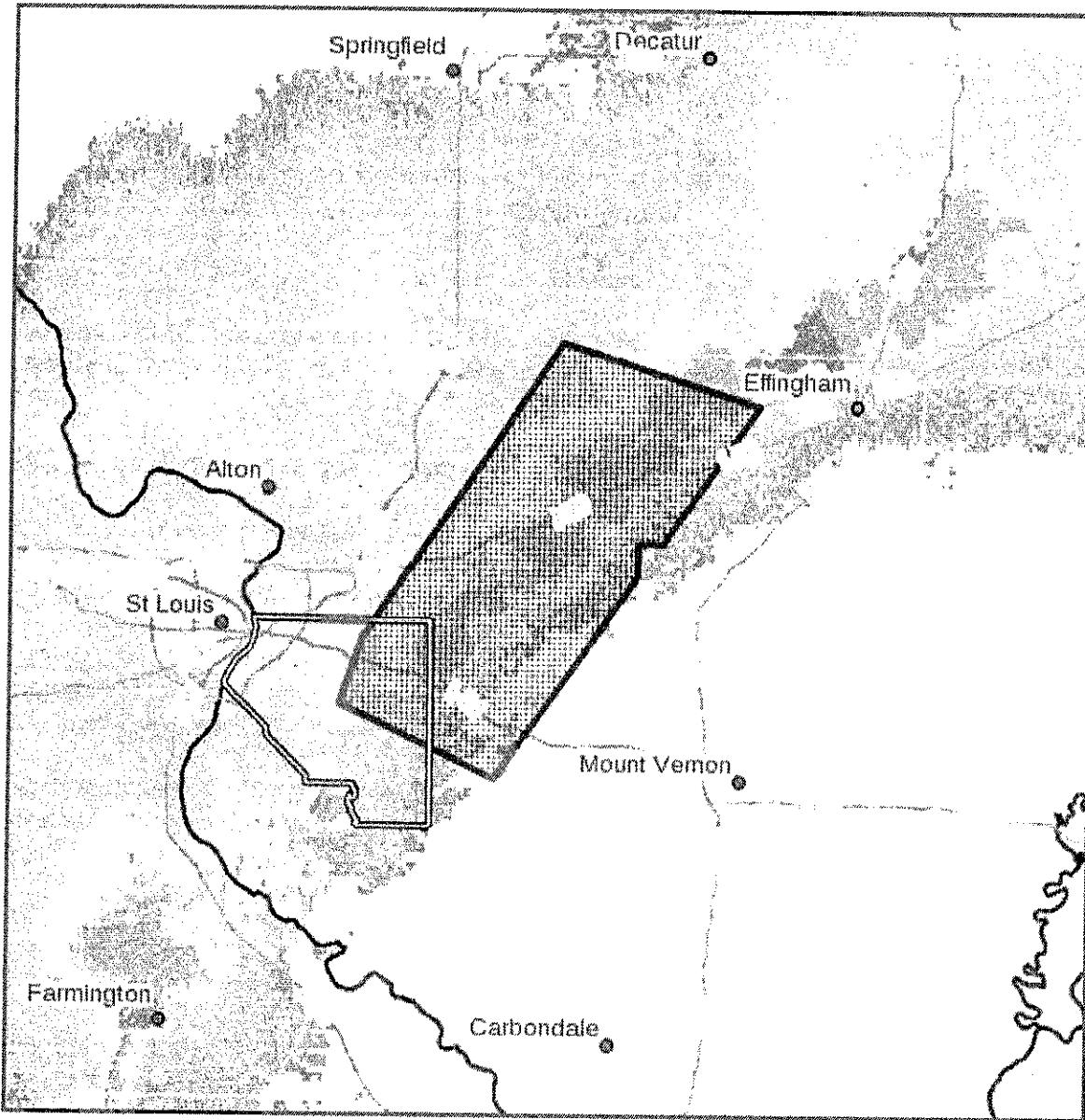
 NWS Alert  User Alert Area

ILC119-163-032245-
/O.NEW.KLSX.SV.W.0141.220803T2205Z-220803T2245Z/

BULLETIN - IMMEDIATE BROADCAST REQUESTED
Severe Thunderstorm Warning
National Weather Service St Louis MO
505 PM CDT Wed Aug 3 2022

 **Interactive NWS Alert**

New event: Severe Thunderstorm Warning for St. Clair County, IL
Sent via email and SMS at 6:34 pm CDT, Aug 3rd 2022



Radar valid at 6:15 pm CDT, Aug 3rd 2022

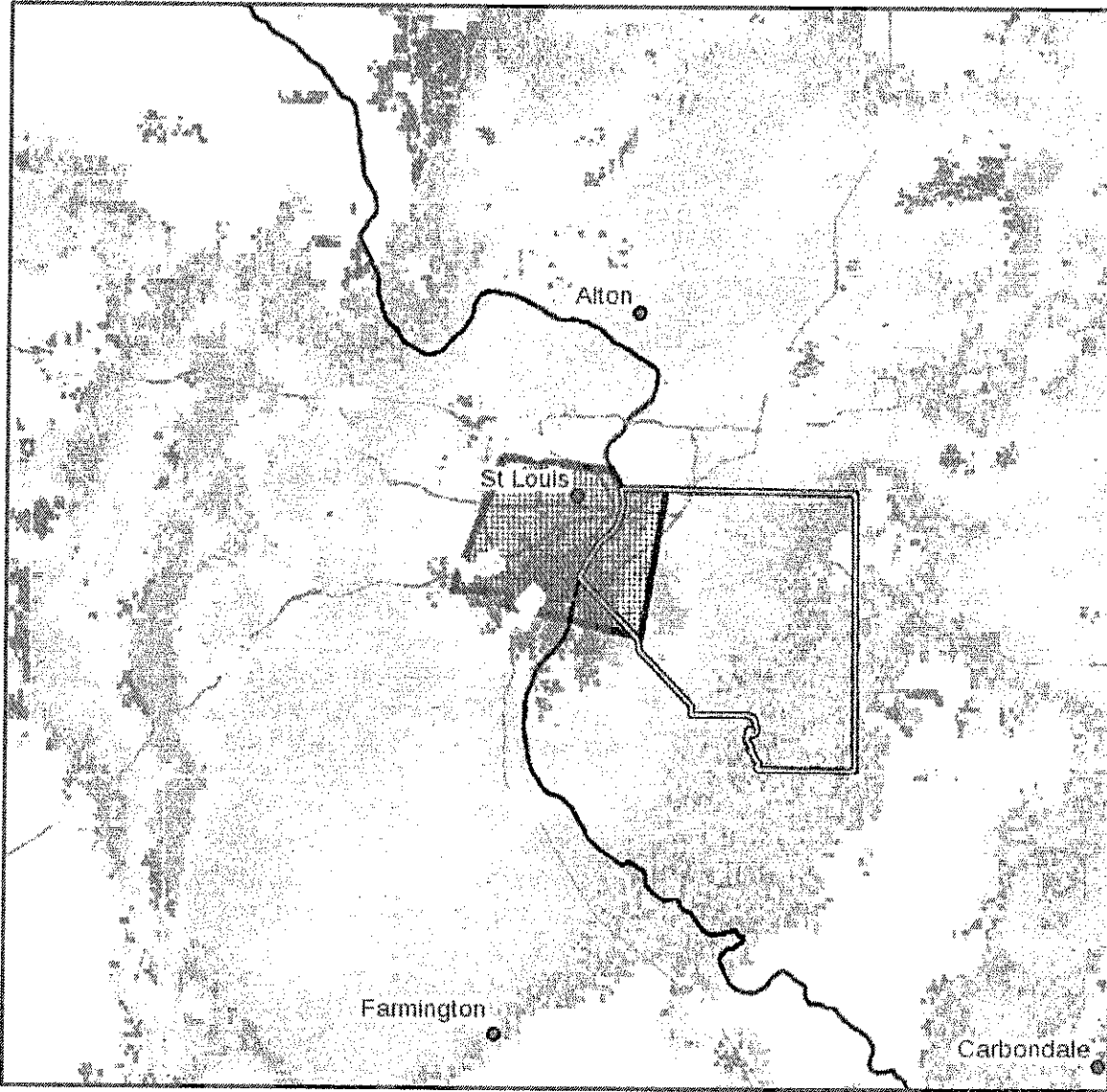
 NWS Alert  User Alert Area

ILC005-027-051-119-135-163-189-032315-
/O.NEW.KLSX.SV.W.0143.220803T2234Z-220803T2315Z/

BULLETIN - IMMEDIATE BROADCAST REQUESTED
Severe Thunderstorm Warning
National Weather Service St Louis MO

 **Interactive NWS Alert**

New event: Severe Thunderstorm Warning for St. Clair County, IL
Sent via email and SMS at 1020 pm CDT, Aug 3rd 2022



Radar valid at 1100 pm CDT, Aug 3rd 2022

 NWS Alert  User Alert Area

ILC133-163-MOC189-510-040400-
/O.NEW.KLSX.SV.W.0147.220804T0320Z-220804T0400Z/

BULLETIN - IMMEDIATE BROADCAST REQUESTED
Severe Thunderstorm Warning
National Weather Service St Louis MO
1020 PM CDT Wed Aug 3 2022

FREEBURG VILLAGE BOARD MEETING ZONING REPORT

August 15th, 2022

Matt Trout Zoning Administrator

There has been a lot of progress over the last month. Four of the 5 concrete tanks have been completed and they are working in the instillation of equipment in the tanks. The Influent building has been blocked and is under roof. Once they can backfill the tanks, they will start working on running the rest of the utilities to the top of the plant. John and myself had a meeting last week on the new Scada system that runs the plant.

I sat in on a conference about the Plat Act last week which had a lot of valuable information and documents dealing with the Plat Act. This was very educational.

The 8th Annual Freeburg Police & Public Safety Golf Outing was this past Saturday. I will provide an update at the meeting on how things went. The event did fill up after cancelations due to the reschedule.

The Freeburg Homecoming is August 19th & 20th. We will be volunteering in the Beer Stand Friday night from 8p-12p so please try to keep that available to help out. The parade is Saturday at 5pm. We will have a float in the parade again this year. More information will be provided as I get more details.

August 1st through August 12th

8 -- Occupancy Permit

4 -- Permits

- 1 Electric Permit
- 1 Fireworks Display
- 1 Solar
- 1 Shed

Proclamation

Village of Freeburg

By Mayor Seth Speiser

WHEREAS, The Freeburg High School Softball Team is led by Head Coach Becky Mueth and Assistant Coaches Bethany McQuiston, Cory Lawrence, Ronnie Stuart, and Carley Otten; and

WHEREAS, The Freeburg High School Softball Team consists of Seniors: Abby Benedick, Elizabeth Ludwig, Mackenzie Nail, Maddy Schwemmer, and Bailey Stambaugh; Juniors Maleah Blumenkamp, Nicole Edmiaston, Stella Lybarger, Emma Otten, Calli Smith, and Reagan Trentman; Sophomores Catie Beaston, Lindsey Muskopf, Sam Roulanaitis, Briley Schmittling, and Camryn Schwemmer.

WHEREAS, The Freeburg High School Softball Team completed their season with a record of 33 Wins and 2 Losses setting a school record for the most wins in a season, Cahokia Conference Champions finishing Undefeated in the conference at 10 Wins and 0 Losses, set a new school Home Run Record with 43 home runs, set a new school Batting Average Record with a team .434 average, and averaged over 10 runs a game outscoring their opponents 369 runs for to 52 runs against.

WHEREAS, The Freeburg High School Softball Team won the Regional Championship, Sectional Championship, Super Sectional Championship and finished their season with an IHSA Class 2A State Runner Up finish.

NOW, THEREFORE, I, Seth Speiser, Mayor of the Village of Freeburg, Illinois do hereby proclaim Sunday August 14, 2022 as

“2022 FREEBURG MIDGETS’ SOFTBALL DAY”

And encourage all citizens to congratulate them for their dedication, determination and outstanding season. Go Freeburg Midgets!!

APPROVED this 15 day of August, 2022.

Village President

ATTEST:

Village Clerk

Resolution No. 22-14
Resolution of Support

WHEREAS, the Village of Freeburg is applying to St. Clair County, Illinois, for the Parks Grant Funding Cycle 28; and

WHEREAS, it is necessary that an application be made and resolution agreed to by the Village of Freeburg Board of Trustees.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Village of Freeburg apply for a grant under the terms and conditions of St. Clair County Parks Grant Commission and shall agree to the understandings and assurances in said applications;
2. That the chief municipal officials on behalf of the village execute such documents and all other documents necessary for the carrying out of said application; and
3. That the chief municipal officials are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this ____ day of August, 2022.

Vote Recorded:

YEAS: _____

NAYS: _____

ABSENT: _____

Resolution No. 22-14
Resolution of Support

Seth E. Speiser
Village President

ATTEST:

Approval as to Legal Form

Jerry Menard
Village Clerk

Frederick W. Keck
Village Attorney

RESOLUTION NO. 22-15

**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 15th DAY OF AUGUST, 2022.

Vote Recorded:

AYES: _____

NAYS: _____

RESOLUTION NO. 22-15 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 _____, 2022.

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.

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(1)(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's buildings, with said period not to exceed 180 half-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.

For the 2022-2023 school year the District shall reimburse \$35,750.00. For the 2023-2024 school year, the District shall reimburse \$36,500.00. For the 2024-2025 school year, the District shall reimburse \$37,500.00. 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 half-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 rata 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 20 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 as follows: Two days in the morning (7:45 am to 11:45 am)/Two days in the afternoon (11:30 am to 3:30 pm)/One day the District can alternate mornings/afternoon.

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 part-time (20 hours/week) during the school year, not to exceed 180 half-days. 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) half-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 and one half (8 1/2) 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 (2022-23: \$198.61; 2023-24: \$202.78; 2024-25: \$208.34). 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, 7:30a.m.-3:30p.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.

5. Further, the SRO and the building principals shall meet on a regular basis to discuss issues, duties, and responsibilities.
6. **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.
7. **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/ICSA Guidelines for Interviews of Students.pdf](https://www.iasb.com/IASB/media/Documents/ICSA%20GuidelinesforInterviewsofStudents.pdf) and *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_FAQs_2-5-19_0.pdf.

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.

O. 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
401 S. Monroe St.
Freeburg, IL 62243

With a copy to:

Heidi Eckert
FordHarrison
7777 Bonhomme Avenue, Suite 1710
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

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 1st 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

This Agreement shall be in effect not later than August 8, 2022, and continue for three (3) years, up to and through July 31, 2025.

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.

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 _____, 2022.

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

FOR THE VILLAGE OF FREEBURG,
A MUNICIPAL CORPORATION

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

Mayor, Village of Freeburg

ATTEST:

ATTEST:

Its Secretary

Its Secretary

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.
 - 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
 - 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
- 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 trainings

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 trainings 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. 22-16

**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 15th DAY OF AUGUST, 2022.

Vote Recorded:

AYES: _____ NAYS: _____

ABSENT: _____

RESOLUTION NO. 22-16 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 _____, 2022.

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. Monroe St.
Freeburg, IL 62243

With a copy to:

Heidi Eckert
Ford Harrison
7777 Bonhomme Ave., Suite 1710
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 not later than August 15, 2022, and continue for one (1) year, up to and through August 15, 2023.

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 _____, 2022.

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 Secretary

RESOLUTION NO. 22-17

**A RESOLUTION AMENDING THE SOLID WASTE
COLLECTION FEES (2022)**

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

WHEREAS, the Village of Freeburg provides for the collection and proper processing of residential solid waste generated by Freeburg Village residents along with dumpster rental and yard waste collection, and

WHEREAS, the Village of Freeburg recognizes the need for extraordinary adjustments to fully capture increased expenses and lost revenue associated with the performance of the collection services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance;
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in the cost of transportation, including fuel and third-party transportation costs; or
4. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Waste Management.

WHEREAS, the Village Board desires to effect changes to its fee structure for solid waste collection fees as outlined below:

Monthly Fee	
Per Customer:	12/15/2022 – 12/31/2023 \$13.50

This Resolution shall be in full force and effect on August 15, 2022, after its passage, approval and recordation according to the law.

Yeas _____	Nays _____
_____	_____
_____	_____
_____	_____
_____	_____

Absent _____	Abstain _____
_____	_____

RESOLUTION NO. 22-17 cont.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG,
ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE
PRESIDENT THIS _____ DAY OF **AUGUST**, 2022.

Vote Recorded By:

Jerry Lynn Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County,
Illinois, this _____ day of **AUGUST**, 2022.

Seth E. Speiser, Village President

ATTEST:

Jerry Lynn Menard
Village Clerk

ORDINANCE NO. 1747**AN ORDINANCE OF THE VILLAGE OF FREEBURG, ILLINOIS
REPEALS ORDINANCE 1742 APPROVED ON JULY 5, 2022 AND AUTHORIZES
THE MAYOR TO EXECUTE AND THE VILLAGE BOARD TO ENTER INTO A
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH THE
POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

WHEREAS, the current Collective Bargaining Agreement ("CBA") between the Village and the Policemen's Benevolent Labor Committee ("PBLC") on behalf of Village police officers expired on April 1, 2022; and

WHEREAS, the Village of Freeburg previously approved the Successor Collective Bargaining Agreement on July 5, 2022 and hereby wishes to repeal said Ordinance; and

WHEREAS, the Village has negotiated with the PBLC and reached a successor agreement reflected in the attached Collective Bargaining Agreement ("CBA")(See Attached Exhibit A); and

WHEREAS, the Village and the PBLC have negotiated the terms, conditions and rates of the CBA attached hereto and incorporated herein as Exhibit A, and the Village believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

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

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Agreement between the Village and the PBLC attached hereto and incorporated herein as Exhibit A is hereby adopted. The Mayor is hereby authorized and directed to execute and the Village Clerk to attest the CBA and any such other documents which may be necessary or convenient to implement the terms of the CBA.
3. The Village Board hereby authorizes disbursement of all retroactive pay as so provided in the Agreement to the extent applicable.
4. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
5. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.

ORDINANCE #1747 cont.

PASSED by the Board of Trustees and approved by the Mayor this ____ day August, 2022.

AYES _____ NAYS _____

ABSENT _____ ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2022.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

COLLECTIVE BARGAINING AGREEMENT

between

THE VILLAGE OF FREEBURG, ILLINOIS

and the

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

APRIL 1, 2022 TO MARCH 31, 2026

COLLECTIVE BARGAINING AGREEMENT
Between
THE VILLAGE OF FREEBURG, ILLINOIS
and the
POLICEMEN'S BENEVOLENT LABOR COMMITTEE

PREAMBLE

This Agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "EMPLOYER") and the Policemen's Benevolent Labor Committee (hereinafter referred to as the "UNION").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Village of Freeburg Police Department.

In consideration of the mutual promises, covenants and obligations contained herein, the parties hereto, by their duly authorized representative and/or agent do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

Section 1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing rates of pay, wages, hours of employment, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all full-time patrol/police officers of the rank of Sergeant and below employed by the Village of Freeburg, Illinois.

All other positions shall be EXCLUDED from the above-described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; as amended.

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 1.02 - In the event that an Excluded Position, including the Chief of Police was selected from the bargaining unit, upon termination/demotion from the Excluded Position, other than for cause, the employee shall be returned to the last classification held within bargaining unit. The return of an individual from an Excluded Position to the bargaining unit, pursuant to this section, shall not adversely impact any current bargaining unit member.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.01 The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law. The Employer reserves the right to direct, manage and control the affairs of the Employer and its employees, except to the extent that this Agreement expressly provides to the contrary and may exercise them without prior consulting with the Union.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff,
- b. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers provided, however, Employer shall not use transfer as a form of punishment;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause;
- g. To make, add, delete, alter, and enforce procedures, rules and regulations subject to the terms of this agreement;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

The Employer has the sole authority to determine the purpose and mission of the Employer's Police Department and the amount of budget to be adopted thereto. Should the Employer fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way in the future. This Article, and any of the provisions in this Agreement relating to Management Rights is solely intended to supplement the rights of management as set forth in the Illinois Compiled Statutes and their inclusion does not constitute bargaining about any of the rights protected by the Illinois Compiled Statutes and is not a waiver of the Village's right to refuse to bargain any or all of the rights contained therein.

Section 2.02 - Other Employment

Secondary employment may be granted by the Chief subject to the following:

- 1) The officer will not wear the Department uniform or represent the Department in any way.
- 2) The officer will not exercise general police powers.
- 3) The officer will not work in any establishment or engage in outside employment which would create a conflict of interest, an impression of impropriety or bring discredit to the Department. Examples of such establishments/employment include, but are not limited to: establishments/employment which involved (1) the sale of alcohol as the primary business; (2) the sale or purveying of pornographic materials; (3) gun sales as the primary business; or (4) topless and/or nude dancers.
- 4) The officer will not use City resources, time or equipment.
- 5) The officer may work as a security officer, guard or on a security detail for a secondary employer if the secondary employer signs an indemnification agreement agreeing to indemnify the City for the cost and attorney fees incurred defending any employment-related litigation and/or damages, including workers' compensation, resulting from such secondary employment.

Should the Employer reasonably determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation to the order.

Section 2.03 - Civil-Emergency Conditions If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Union

representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3

NO STRIKE

Section 3.01 - No-Strike Commitment During the term of this Agreement, neither the Union nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations In the event of action prohibited by Section 3.01 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Union Liability Upon the failure of the Union to comply with the provisions of Section 3.02 above, any agent or official of the Union who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discipline including but not limited to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4

NONDISCRIMINATION

Section 4.01 Neither the Employer nor the Union shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.01 - Definition A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Union may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms and meaning of this Agreement. In such instances, the employee shall explain orally the situation and problem to the Chief of Police. The Chief of Police will reach a decision and communicate it orally to the employee within five (5) workdays after being informed of the situation giving rise to the grievance.

Section 5.02 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.

4. In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task and complain later.
5. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected or union representative.
6. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the agreement.

Section 5.03 - Procedure for Filing Grievances A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Chief of Police The grievance shall be filed with the Chief of Police within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. The Chief of Police shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Village Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with the Village Administrator. The appeal shall be filed within five (5) business days after receipt of the Step-1 response, or within five (5) business days after the Step-1 response was due.

Upon receipt of the properly filed written appeal, the Village Administrator or the administrator's designee shall meet with the officer to review the grievance. The Village Administrator may hold an informal conference with the grievant to obtain additional information. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Mediation If the grievance is not satisfactorily resolved at Step 2, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Administrators Step-2 response, or within fifteen (15) business days after the Step-2 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance in Freeburg, Illinois.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator and the court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Step 4 - Arbitration If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-3 response, or within ten (10) business days after the Step-3 response was due, that the grievance be submitted to binding arbitration. The request by the party must be made within ten (10) business days of completion of the last appropriate step. In the event a party requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator and the court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority of the Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted

to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his or her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension, thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day after the date of the occurrence giving rise to the grievance. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the Village Hall is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays, Saturdays and Sundays, as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure Any officer who uses this procedure waives all other review procedures that the officer or the Union may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Union agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used

is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing Reasonable time while on duty shall be permitted a Union Representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation Employer and Union shall at their election have the right to have a representative participate at any step of the grievance procedure.

Section 5.09 – Expedited Procedure for Suspension and Discharge Grievances regarding the suspension or discharge of an officer by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within ten (10) business days of the suspension or discharge.

If the Village Board of Trustees delegates authority to suspend or discharge officers to the Chief of Police in the future, Grievances regarding suspension or discharge by the Chief of Police shall be filed in writing at Step 2 of this procedure within ten (10) business days of suspension or discharge. The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within ten (10) business days of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

ARTICLE 6

HOURS AND OVERTIME

Section 6.01 – Work Period The Employer and the Union agree that the Employer shall retain the right to establish the scheduled work period which will consist of eighty hours in a fourteen (14) day period Monday through Sunday. The work day shall be defined as no more than twelve (12) consecutive hours of work in any twenty-four (24) hour period.

The normal work period for officers covered by this Agreement shall be defined as Monday through Sunday beginning at 12:01 a.m. on a Monday and ending at 12:00 a.m. the second Sunday thereafter. The normal work period shall consist of eighty (80) scheduled work hours.

Overtime compensation shall be given for all hours in excess of the eighty (80) hours of work in the fourteen day work period, in accordance with the Fair Labor Standards Act.

Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided herein.

Section 6.02 – Overtime Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of eighty (80) hours time actually worked in a fourteen (14) day work period. The Employer has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however vacation leave shall be included in computing the time worked in a work period for the purpose of overtime payment. Straight-time hourly rate means the base salary paid to an employee divided by 2080 hours.

Section 6.03 - Compensatory Time Management reserves the right to grant compensatory time in lieu of overtime compensation. Management also reserves the right to buy out compensatory time.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be two hundred and forty (240) hours.

Section 6.04 - Premium Compensation For the purposes of this Agreement, "premium compensation" is defined as a rate of compensation in excess of an employee's regular straight-time hourly rate. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement, and shall be based on hours actually worked. There shall be no pyramiding of straight-time or premium compensation. "No pyramiding of compensation" means that compensation shall not be paid more than once for the same hours under any provision of this

Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation.

Section 6.05 - Use of Compensatory Time Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. If any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 – Call Back/Call Out A call back is defined as a request by the Employer to report for work or meetings at a time other than the employee's normally scheduled shift. Employees reporting at the time and place specified by the employer shall be paid a minimum of two (2) hours work at one and one-half (1½) the straight time hourly rate.

Section 6.07 Court Time Employees covered by this Agreement required to attend court or a deposition outside their regularly scheduled work hours for criminal cases or civil cases in which the city is a party shall be paid at a minimum of two (2) hours work at one and one-half (1½) the straight time hourly rate.

Section 6.08 Overtime Opportunities - Bargaining Unit Officers covered by this Agreement shall be offered all shift vacancy and overtime opportunities, including weekend shifts, prior to being offered to non-bargaining unit officers. Overtime opportunities shall be offered pursuant to the guidelines as agreed to by the Parties and memorialized in a Memorandum of Agreement. The Employer will make a good-faith effort to distribute overtime opportunities in an equitable manner.

Section 6.09 – Daylight Savings Time – Employees scheduled to work on the shift in which there is a change due to Daylight Savings Time, shall be permitted the following actions concerning their scheduled shift:

1. Standard Time to Daylight Savings Time (Spring) – The employee shall have the option of working an extra hour at regular pay, or take an hour of accrued time
2. Daylight Savings Time to Standard Time (Fall) - The employee shall work the scheduled shift and receive one hour of overtime.

ARTICLE 7

SENIORITY

Section 7.01 - Definition of Seniority Seniority shall, for the purpose of this Agreement be defined as an officer's length of continuous service within the Employee's Police Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence or any other breaks in continuous service excluding absences caused by duty related injuries.

Section 7.02 - Computation of Seniority The computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority Seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within seven (7) calendar days after receiving the notice of recall. The

- Department may at its discretion grant additional time to return to work, or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her from returning to the Employer's reasonable satisfaction, or
 - f. is absent without notifying the Department in accordance with Employer's procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Employer's reasonable satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Chief of Police. If an officer does not file an objection, the list shall stand approved as posted.

Section 7.05 - Layoffs Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority: that is, the person with the least seniority shall be the first to be laid off. Any officer being laid off will receive a written notice at least thirty (30) working days prior to its effective date. Probationary employees, temporary employees and part-time employees shall be laid off first. Any employee who has been laid off shall be placed on a recall list and may be recalled, on the basis of seniority as deemed necessary by the Employer in Employer's sole discretion. The recall list shall be maintained by the Employer for one (1) year from the date of a layoff. Upon expiration of the recall list, the Employer has no obligation to recall any person who was laid off. Employer will utilize the recall list prior to seeking any outside applicants.

Section 7.06 - Probationary Period

- a. Employees hired before June 2, 2014, shall be subject to a six (6) month probationary period. A new employee entering full time employment with the Employer after June 2, 2014, shall be subject to a twelve (12) month probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine

such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the twelve (12) months, he/she shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

- b. Nothing shall act to prevent any employee during the twelve (12) month probationary period of his/her employment from obtaining adjustments of grievances for matters other than discipline and discharge as provided in Article 5. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.
- c. The provisions of this section will not apply to employees expressly employed on a temporary basis.

ARTICLE 8

HOLIDAYS

Section 8.01 - Number of Holidays The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Independence Day
Labor Day	Christmas Eve Day
Veteran's Day	Christmas Day
Thanksgiving Day	Floating Holiday
Thanksgiving Friday	President's Day
Memorial Day	Employee's Birthday
Good Friday	Martin Luther King Day

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer scheduled to work on an observed holiday shall be paid in the following manner:

1. Straight-time pay for the full day which shall be either 8 hours or 12 hours depending on the officer's normally scheduled shift for that day,
2. Holiday pay at the rate of 1 ½ times the officer's normal hourly rate for all hours actually worked.

Any eligible officer who is called in from a previously approved day off to work on a holiday shall receive compensatory time equivalent to the amount of time actually worked on the holiday in addition to the holiday pay set forth above.

B. Unworked Holiday An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for ten (10) hours.

C. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with 72 or more hours advance notice of the holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc).

Section 8.03 - Eligibility In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday, unless the officer was unable to work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the officer provides the Employer with a doctor's note verifying an inability to work due to illness or injury. The use of pre-approved compensatory time off before and after the holiday shall not affect eligibility.

Section 8.04 - Holiday During Prior Approved Leave In the event a holiday occurs when an officer is on prior approved leave, such holiday shall be credited to the officer at the regular straight-time rate for ten (10) hours.

ARTICLE 9

VACATION

Section 9.01 - Eligibility All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Employer.

The established vacation year, for purposes of employees' vacation shall be their anniversary year. Vacations are accrued or earned based upon the employees' length of services and on the time worked during the preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued unless otherwise agreed to by the Employer.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual Eligible officers shall earn vacation time in accordance with the following schedule:

- a. Each employee with one (1) year of active service completed from the date of hire: forty (40) hours per year;
- b. Each employee with two (2) years of accredited service but less than nine (9) years of accredited service from the time of his employment: eighty (80) hours per year;
- c. Each employee with nine (9) or more years of accredited service from the time of his employment but less than eighteen (18) years of accredited services from the time of his employment: one hundred twenty (120) hours per year.
- d. Each employee with at least eighteen (18) years of accredited services from the date of hire: one hundred sixty (160) hours per year. For each additional year of accredited service over eighteen (18) years: eight (8) additional hours with a maximum total of two hundred forty (240) hours per year.

Section 9.03 - Vacation Scheduling On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for the Police Department. Officers shall select vacation leave to be taken during the upcoming calendar year. All vacation requests are subject to approval of the Police Chief. The number of officers permitted off duty at any time shall be determined by the Police Chief. During the first thirty (30) calendar days the sign-up sheet is posted, seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular period of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular period for vacation leave.

Section 9.04 - Miscellaneous

- (a) Vacation time shall not be taken in advance of actually earning it.
- (b) Vacation pay for employees shall consist of the Employee's regular rate of pay for the vacation period and will be on its regularly scheduled payday.
- (c) If a paid holiday falls within an Employee's vacation period, an additional day of vacation shall be granted. This additional time may be taken at the beginning or end of the Employee's vacation period or at other times during the vacation year subject to the Chief of Police or his designee's approval. No allowance will be made for sickness or other compensable type of absence occurring during a scheduled vacation period.
- (d) In the event an Employee is called back from vacation because of a Village emergency, the Employee shall be paid vacation time plus time and one-half for the hours worked while on a scheduled vacation.

ARTICLE 10

SICK LEAVE

Section 10.01 – Sick Leave Accrual

All regular, full-time employees will earn sick leave at the rate of eight (8) hours per month. The sick leave can be carried forward to succeeding years, but not to exceed one thousand nine hundred twenty (1920) hours at the beginning of any calendar year. On January 1st of the year an employee celebrates their fifth (5th) year employment anniversary, and all years thereafter, employees shall be granted ninety-six (96) hours of sick leave annually, subject to the maximum carry over allowed. Each January 1, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

Section 10.02 – Eligibility

- a. Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.
- b. If an employee has received sick leave contrary to the provisions of this agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

Section 10.03 – Use

- a. Sick leave shall be used in minimum increments of one (1) hour.
- b. Officers will only be required to use a maximum of eight (8) hours of sick leave when sick leave is used for an entire shift. For example, if an officer is unable to work a regularly scheduled 12 hour shift due to illness, the officer shall have 8 hours of sick leave deducted from his/her accumulated sick leave and shall receive compensation as if the entire 12 hour shift was worked.
- c. Upon execution of this Agreement, all accumulated sick leave shall be converted from days to hours on the basis of one (1) sick day equaling eight (8) hours of sick leave.
- d. For the purposes of IMRF service credit, eight (8) hours of sick leave shall equal one (1) sick day.

Section 10.04 - Notification Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time or as soon as practicable in the event the officer is unable to give two (2) hours notice. The officer shall also state the nature of the illness or injury, the location of confinement and the telephone number where he/she can be reached. Officers must also report if the scheduled tour of duty is immediately before or after a scheduled day off, and whether the absence is claimed to be from a previous injury sustained while on duty. Failure to notify the immediate supervisor, or designee, will result in the day off without pay. Officers must provide notice of their inability to work on a daily basis.

Any officer absent in excess of two (2) full time working days because of illness or any absence due to an injury whether job related or not job related, shall furnish his attending physician's certification that absence from work was required and shall furnish his attending physician's approval to return to work.

Section 10.05 - Ill at Work Officers becoming ill at work shall immediately notify their duty supervisor or the Chief of Police. The duty supervisor or Chief of Police may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two (2) or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from all officers for use of sick leave if requested by the Chief of Police or, in his absence, the immediate supervisor or other designee of the Chief of Police.

Section 10.07 - Light Duty Officers that are off duty due to a non-duty related illness are eligible for light duty at the Employer's sole discretion. An officer with permission of the Chief of Police, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended - Illness/Recovery With No Accumulated Sick Time If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Chief of Police for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance, and is subject to the approval of the Chief of Police. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer at the Employer's cost.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery. Officers that are off duty due to an illness, injury or other circumstance for a period of eighteen months or more shall have all benefits terminated and the Employer shall have no obligation to continue paying benefit premiums.

Section 10.09 - On-Duty Injury Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Report of the circumstances surrounding the injury with the Chief of Police.

Section 10.10 - Sick Leave Taken in Excess of That Accumulated If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave excess of that accumulated by him/her shall depend only upon whether or not the Employer has posted accrued sick leave time for each officer on their paycheck. When the Employer has met its obligation to post said leave, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

ARTICLE 11
LEAVE OF ABSENCE

Section 11.01 The Employer may grant a leave of absence without pay to officers for a period not to exceed six (6) months, and such leaves may be extended for good cause for additional six (6) month period with the approval of the Employer. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave. The Chief of Police must obtain the approval of the Board of Trustees prior to granting an unpaid leave of absence. The provisions of this section shall not be afforded to officers for the purposes of seeking other employment.

Section 11.02 During a leave of absence and subject to the provisions of the Public Employee Disability Act, 5 ILCS 345/1, no vacation, sick leave, holiday or other benefits shall accrue. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Employer may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves In the event of the death of a member of the employee's immediate family (father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, foster children or foster parent) a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral provided the Employee attends the funeral and if requested furnishes proof of attendance, but at no time will this be more than three (3) days. The rate of pay shall be the base rate. The Employee shall be granted a one (1) day leave of absence with pay for the death of a grandparent or an employee's spouse's grandparent.

Section 11.04 – Jury Duty Leave Employees required to serve jury duty will receive their regular pay minus the amount of money earned while serving on such jury duty. The amount paid by the Village shall be determined by the Village Administrator. Employees must provide proof of compensation for jury duty to the Village Administrator.

Section 11.05 - Personal Day Each full-time officer of the Police Department shall receive one (1) personal day per year provided the employee has not taken more than three (3) sick days during the preceding year. Personal days cannot be carried over from one year to the next.

Section 11.06 – Military Leave Except as otherwise provided herein, any employee covered by the terms of this Agreement who is a member or if he becomes a member of the reserve force of the Armed Forces of the United States, of the State of Illinois, and he is ordered or is required by the appropriate authorities or reserve duty status to attend training programs, reserve duty, recalled to active duty, or perform assigned duties, shall be granted a leave of absence without loss of pay (determined as the difference between military pay and the employee's regular pay) for the period of activity and shall suffer no loss of seniority rights.

ARTICLE 12

WAGE RATES

Section 12.01 – Base Wage Rates The base schedule for all employees covered by this Agreement shall be as follows:

The following revisions to the salary schedule are agreed to:

Patrolman:

3.0% pay raise (\$28.45/Hour) effective and retroactive to April 1, 2022

2.75% pay raise (\$29.23/Hour) effective April 1, 2023

2.5% pay raise (\$29.96/Hour) effective April 1, 2024

2.5% pay raise (\$30.71/Hour) effective April 1, 2025

Other Classifications:

pay raise commensurate with the scheduled increase for each contract year.

In the event that any other Union employee of the Village of Freeburg receives a wage increase greater than any of the above percentages, such wage increase shall be applied to the members of this bargaining unit.

Probationary \$51,833.60

2022-2023	Patrolman	\$59,176.00
	Sergeant	\$61,630.40
	Probationary	\$53,268.80
2023-2024	Patrolman	\$60,798.40
	Sergeant	\$63,315.20
	Probationary	\$54,600.00
2024-2025	Patrolman	\$62,316.80
	Sergeant	\$64,896.00
	Probationary	\$55,972.80
2025-2026	Patrolman	\$63,876.80
	Sergeant	\$66,518.40

Section 12.02 Longevity Pay In addition to the base wages set forth in Section 12.01 longevity pay shall be paid to those employees qualified for the same on the basis of years of continuance employment, including an employee's probationary period. Longevity pay will be based upon the employee's start date. Longevity pay will be paid on a prorated basis with the total amount of longevity pay earned divided by the number of pay periods in the calendar year and the quotient added to each qualified employee's paycheck for that year.

Longevity Pay Schedule

<u>After Completion of Years</u>	<u>Amount</u>
5-9	\$1200
10-14	\$1700
15-20	\$2200

Section 12.03 - Education Incentive Officers covered by this Agreement shall receive incentive pay for advanced degrees which have been awarded to an officer, and reported by the officer to the Chief

of Police, by January 1st of each, year, according to the following schedule:

Associate's Degree: \$300/yr

Bachelor's Degree: \$400/yr

Master's Degree: \$550/yr

These degrees must be in a law-enforcement-related field and must be approved by the Chief of Police in order for education incentive pay to be awarded which approval shall not be unreasonably withheld.

Education incentive pay will be paid on a prorated basis, with the total amount of education incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.04 - Tuition Reimbursement

The Employer shall pay the cost of tuition on a prorated basis for accredited law enforcement courses, provided the officer receives at least a "C" or better, and further provided the course is required in the pursuit of an Associate's, Bachelor's or Master's Degree in law enforcement or a law enforcement related field. The following shall also apply:

- (a) The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%
C	70%
D-F	0%

(b) No reimbursement will be made in cases where any Federal, State or local agency or subdivision underwrites the cost.

(c) Enrollment in Associate's Degree Programs shall be limited to Belleville Area College, a/k/a Southwestern Illinois College, unless otherwise authorized by the Chief of Police in advance such authorization shall not be unreasonably withheld.

(d) Reimbursement shall be made at the end of the semester and the receipt of final grades in which the costs are incurred, provided the officer is still in the employ of the Village of

Freeburg.

(e) The employee shall be responsible for repayment of educational or training course benefits reimbursements if he leaves the Village either voluntarily or involuntarily within 3 years of receipt of the benefits. Repayment shall be prorated at 100% (1st year), 75% (2nd year) and 50% (3rd year).

Section 12.05 – Reimbursement for Travel Expenses

Whenever employees are required by the Employer to travel, employees shall be reimbursed for meals and incidental expenses on a per diem basis pursuant to the guidelines published by the U.S. General Services Administration: www.gsa.gov/perdiem.

Section 12.06 – On Call pay for Officer in Charge

- a. The Officer on call as the designated command authority when the Chief of Police is absent and unavailable (the Officer in Charge) shall be compensated for this by a daily stipend of \$35.00.
- b. "On Call" shall be defined as:
- The Officer being immediately available at all times by telephone for command and/or administrative consultation or decision; and
 - The Officer being available to respond to Freeburg Police Department in person whenever needed, in a fit for duty condition; and
 - The Officer shall review the performance of the Freeburg Police Department during the Officer's regular work hours, or whenever needed, which shall include, but not be limited to: Reviewing reports, reviewing mail or other documents, briefing the Mayor or other members of the Board of Trustees on exigent matters, responding to citizen's requests and/or complaints that require immediate command and/or administrative attention, or any other administrative duties the Chief performs if needed.
- c. All provisions in this Agreement regarding overtime and/or comp time accrual, as provided for in Article 6, shall apply to work performed by the on call Officer in Charge outside of the

Officer's regular working hours.

- d. The Employer shall utilize an on call Officer in Charge whenever the Chief of Police is unavailable to respond to Village emergencies (due to travel, hospitalization, etc.), unless the Village reinstitutes intermediate supervisor(s) in the command structure between patrol officers and the Chief of Police.
- e. The Employer shall have the sole discretion in determining who the on call Officer in Charge shall be.

Section 12.07 – Public Safety Stipend - The Employer recognizes that since all officers are presumed to be subject to duty twenty- four (24) hours per day, police action taken by an officer on their time off, which would have been taken by an officer on active duty if present or available, shall entitle the officer to all rights and benefits concerning such action as if they were then on active duty, providing such actions are in conformance with applicable law.

The Employer shall pay three hundred (\$300.00) dollars per quarter, (\$1200.00/year) to each officer as compensation for carrying their duty weapon and the potential of being called to act during their off duty time. The officer will carry their off duty weapon at all times that they deem is appropriate, and is not in violation of Departmental policies or relevant statutes.

Section 12.08 – Range Membership – The Employer shall reimburse an Officer for the cost of a paid membership at the range operated by the St. Clair County Reserve Deputies.

ARTICLE 13

CLOTHING AND EQUIPMENT/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances All employees covered by this Agreement shall receive a yearly clothing-maintenance allowance of Six Hundred and Fifty dollars (\$650.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Chief of Police or his designee. Such allowance shall be in addition to any standard issue of

equipment and uniforms except for the first year.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

Clothing or clothing-maintenance allowance will be paid as costs are incurred and submitted for approval to the Chief of Police. The Employer shall provide an initial issue of required clothing and equipment as set forth herein in lieu of the clothing and equipment allowance for the first year. The clothing and equipment allowance does not accumulate and any balance of the clothing and equipment allowance shall not be carried over to the next year.

Section 13.02 - Equipment Replacement The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person or is performing inspections or investigations. Incident is to be documented with immediate supervisor. In no event is the Employer required to pay more than \$500 per incident.

Section 13.03 – Uniform Issuance All employees shall be supplied with the items of clothing and accessories listed herein.

Duty Uniforms

One Pair Work Boots or Shoes
One Raincoat
Three tactical short sleeve shirts
Three tactical long sleeve shirts
Three pairs tactical pants
Five Mock Turtleneck
One Wind Breaker
Reflective Vest
One pair duty gloves
One Winter Coat

Class A Uniform

Hat w/Badge & Cover
Two Nameplates
One Long Sleeve Shirt (Class A)
One Pair Pants (Class A)
One Tie

Duty Gear

One Protective Vest w/Carrier
One Glock 17 (Gen 5) w/ 4 magazines
Ammunition
One duty belt
One underbelt
One firearm holster
Beltkeepers as needed
Flashlight Holder
One taser holster (vest or belt mounted)
One taser
One O/C spray
One O/C holster
ASP straight baton
Two sets of handcuffs
Two handcuff pouches
(or one double pouch)
One radio holster (vest or belt mounted)

Two Badges
One badge holder

The Employer shall provide the necessary ammunition to participate in approved training and qualification sessions.

Section 13.04 - Ballistic Vests The Employer shall provide one (1) ballistic vest to each employee. Employees are required to wear a ballistic vest during on duty hours. Ballistic vests shall be replaced per the manufacturer's recommendations. The Employer shall be responsible for the cost of replacing a ballistic vest issued to an employee unless the employee willfully caused damage to the vest.

ARTICLE 14

HEALTH WELFARE AND RETIREMENT PLANS

Section 14.01 – Health Insurance, Dental, and Vision

(a) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.

(b) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

Section 14.02 – Health Insurance Advisory Committee

The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of two (2) members selected from each collective bargaining unit group within the Village and two (2) members selected from other non-union Village employees. Each member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by two (2) members of the Village

Board of Trustees and the Mayor or designee. The employer representatives shall serve as ex officio (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

Section 14.03 – Increase of Health Plan Costs

_____ If the annual average per employee cost of the Village Health Plan increases above the agreed upon amount, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase above the amount. This is paid on the back end of the deductible. In the event that the Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to fifty percent (50%) of the increased average per employee cost above the agreed upon amount of the less expensive of those two (2) plans.

Health Plan Cost:

2022 - \$21,000

2023 - \$21,000

2024 - \$21,000

2025 - \$21,000

(Per year per full-time employee)

Ex. $\$21,000,00 \times \text{number of full-time employees} \div \text{by 12 months} = \text{monthly deposit.}$

The Village shall make this monthly deposit into the insurance fund account every month. All bills shall be paid out of this account and all remaining money (i.e. monthly deposits) shall remain in the account. This shall operate as the Health Insurance Stability Fund.

For the purposes of this section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual

reimbursements and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family) after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

The parties acknowledge that the Health Insurance Advisory Committee and the Village Board have established a Health Insurance Stability Fund for the benefit of all employees. The Periodic Statement of this Fund is readily available for review by all employees and updated each year after the Advisory Committee meets. In the event that funds are used from this Fund on behalf of an employee, the Village agrees to notify the Union and provide a summary of payments made, as well as an updated balance of the Fund. In the event the Fund's balance falls below \$100,000.00, the parties agree to meet and discuss the Fund in an effort to maintain its viability for use by all employees.

Section 14.04 – Life Insurance

The Employer shall obtain for each employee covered by the terms of the Agreement \$15,000 (current amount) of life insurance, plus not less than \$2,000.00 of term life insurance for the employee's spouse and dependents.

Section 14.05 – Retirement Fund

The Employer and Employee shall participate in the Illinois Municipal Retirement Fund (IMRF) System and shall contribute their respective portions to the employee retirement plan as calculated each year by the IMRF. The Employee provides permission for the Employer to deduct portions calculated by the IMRF as a direct payroll deduction. In the event participation in IMRF is terminated as a result of an increase in population, the parties shall participate in any statutorily required pension plan under terms mutually agreed to.

ARTICLE 15

TESTING

Section 15.01 – Psychological Testing An employee may only be required to submit to psychological testing when there is just cause to believe that an officer suffers from a psychological condition that interferes with the proper performance of the essential functions of his official duties. Further, the employee shall be considered a "recipient" within the meaning of Illinois statutes and such testing, whenever conducted by a psychologist or psychiatrist, shall be considered to be the practice of clinical psychology within the meaning of these statutes.

If the testing results in a recommendation that the employee is unfit to perform his regular and normal duties, then the employer shall to the extent possible make reasonable accommodations to allow the employee to maintain his/her then current work status, without loss of pay or other economic benefits. In the event such a reasonable accommodation does not exist, the employee shall be suspended from duty without pay but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of the Collective Bargaining Agreement or by law.

The Union may challenge the recommendation and, in such event, the Village and the Union must meet and jointly agree upon a psychologist or psychiatrist to examine and issue a report including an opinion as to the employee's ability to properly perform the essential functions of his/her official duties. Employment shall terminate if that report concludes that the employee is unable to perform the essential functions of his/her job. In the event the report concludes that the employee is able to perform the essential functions of his/her job with a reasonable accommodation, the Employer will determine whether such an accommodation exists. All firearms provided by the Employer to an employee shall be relinquished to the Police Department by an employee during any period of time in which the Chief of Police believes the employee is unfit to perform his/her regular and normal duties.

Section 15.02 – Substance Abuse Testing

A) It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty.

B) Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during working hours or anywhere on City premises or job sites, including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- (b) illegally selling, purchasing, or delivering any illegal drug, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal drugs during working hours;
- (d) being under the influence of illegal drugs at any time except as prescribed by a physician;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

C) Order to Submit to Testing

An employee may be required to submit to random testing as directed by Employer. Upon being ordered to submit to testing, the Employer shall provide the employee with a written notice of the order setting forth the reasons for the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Union at the time the order is given. During the one hour time period the Employer shall have the right to observe or monitor the employee at all times. Refusal to submit to such testing shall subject the employee to immediate discipline up to and including immediate discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

D) Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become part of such

chain of custody.

- d) collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within forty-eight (48) hours of receiving the results of the tests;
- h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein. (e.g. billings for testing that reveal the nature or number of tests administered) The Employer will not use such information in any manner or forum adverse to the employee's interest;
- i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing that an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purpose of this Article;
- j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the

event of a negative test result.

E) Right to Contest

The Union and/or the employee, with or without the PBLC, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

F) Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem so long as such treatment request occurs prior to a request for substance testing other than the Village may require, suspension or reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignments as described above. The Employee shall use all accumulated sick leave to participate in a rehabilitation program. Once sick leave is exhausted, the Employee may request the use of other accumulated time per Section 10.08. Once an Employee has exhausted all accumulated sick leave and other time the Employee may request a leave of absence without pay. Under no circumstances shall the leave of absence without pay exceed one hundred eighty (180) days. No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence and no seniority shall accrue as well.

G) Discipline

Use of proscribed drugs at any time by an employee or a finding that an employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including termination, subject to the grievance procedure. While all such disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g.,

whether there is reasonable suspicion for ordering an employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom it has been deemed appropriately should undergo treatment instead of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any additional disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a) the employee agrees to appropriate treatment as determined by the physician(s) involved;
- b) the employee permanently discontinues his use of illegal drugs or abuse of alcohol;
- c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to three months;

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct. The Employer shall determine whether an unpaid leave of absence is appropriate as well as its duration.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

ARTICLE 16
GENERAL PROVISIONS

Section 16.01 - Union Visits Upon prior permission of the Chief of Police, authorized representatives of the national or state Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 16.02 – Attendance at Union Meetings Subject to prior approval by the Chief of Police, the Employer agrees to permit elected officials of the Union reasonable time off without pay to attend general, board or special meetings of the Union, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Chief of Police, and provided further that the names of all such officials shall be certified in writing to the Employer. Such leave shall not exceed 2 hours per quarter-year for any employee.

Section 16.03 – Union Negotiating Team Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without pay. The Union negotiating team may consist of two (2) officers and one or more union representatives.

Section 16.04 – Review of Records Upon prior written approval of the Chief of Police, the Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.05 - Bulletin Boards The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. Bulletin boards shall not mean any outside message boards.

Section 16.06 - Definitions For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the

terms of this Agreement.

Section 16.07 – Backstoppers The Employer will continue to donate to the Back Stoppers organization on the same basis that it is currently donating to the Back Stoppers organization which amount is \$150.00 per officer and this amount shall not exceed \$200.00 per officer during the term of this Agreement.

Section 16.08 – K-9 Officer The officer assigned to the K-9 Unit shall be assigned to the shift schedule based upon department needs as determined by the Chief of Police. The Village reserves the right to terminate the K-9 program at any time in its sole discretion.

The Village shall provide the following to the K-9 Officer, subject to the availability of donated funds to pay the costs and expenses associated with the K-9 program:

- a. All veterinary care for the dog owned by the Village of Freeburg and assigned to the K-9 Officer.
- b. Necessary grooming supplies.
- c. Appropriate food supplies.
- d. While the K-9 Officer is out of town on vacation or other time off, the Village shall have the option to either assign the K-9 to another officer (Temporary K-9 Officer) or to arrange for kenneling with the Village to pay for any kenneling costs incurred.
- e. Necessary training equipment.
- f. Approved training and socialization.

The Village shall be entitled to appropriate documentation and/or invoices for K-9 related expenses.

The grooming, care and feeding of the animal and kennel maintenance are compensated activities. The K-9 Officer will be compensated for thirty (30) minutes per day for these activities. The K-9 Officer shall not be compensated for these activities on days that the K-9 is assigned to a Temporary K-9 Officer or kenneled at Village expense under subsection (d) above. If the Village assigns the K-9 to a Temporary K-9 Officer, the Temporary K-9 Officer shall be compensated for thirty (30)

minutes per day for these activities.

In the event that the K-9 dog is no longer serviceable, the Village agrees to transfer ownership of the dog to the K-9 Officer. Upon transfer of ownership, the Village shall no longer be required to pay any compensation, costs or expenses provided for under this section and the K-9 Officer shall be responsible for all expenses and liability arising from the ownership of the dog after the date of transfer.

Section 16.09. - The Investigator and the K-9 Officer as well as any Officer living within the Village limits may take home a Village-owned squad car when off duty; provided, however, that:

- A. The squad car may only be used to travel to the residence at the conclusion of a shift and from the residence to begin a shift. The squad car may not be used for personal use when off duty, except at the direction of the Chief of Police.
- B. The employee may not permit any friends or family to ride in the squad car, unless such ride is in the performance of the employee's duty.

ARTICLE 17

OFFICERS RIGHTS

Section 17.01 - Internal Investigation: The Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

Section 17.02 - Personnel Files An official personnel file for each officer shall be maintained by the Employer at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files upon written request to the Employer. Officers may also copy any part of the information found in the personnel file. With an employee's written authorization, a Union representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Chief of Police.

The Employer agrees such inspection may occur during regular business hours (upon

permission granted by the Chief of Police or his designee) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification The Employer shall hold officers harmless from payment for damages or monies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

The Employer's obligation under this Section shall not apply if the officer acted outside the scope of his/her employment, engaged in willful misconduct or engaged in criminal misconduct.

ARTICLE 18

SAVINGS PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - Partial Invalidity If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

Section 18.03 – Professional Liability Insurance - In the event that Qualified Immunity is eliminated through the legislative process, the City will provide sufficient Professional Liability Insurance to each employee covered by this Agreement. In the event that legislation prohibits the City from

providing said insurance, the City will reimburse each covered employee for any and all premiums paid by the employee to obtain and maintain said Professional Liability Insurance.

ARTICLE 19

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE 20

DISCIPLINE AND DISCHARGE

Discipline in the department shall be progressive and corrective in cases of remediable offense and shall be designed to improve behavior and not merely punish it, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employer shall provide a copy of the written complaint or statement of the complainant to the Employer.

No inquiry, formal or informal, interrogation or investigation of any employee will be conducted without a written complaint having been filed which sets forth the name and address of the complainant, the factual basis of the complaint and/or wrong doing, and the names and addresses of any witness, if any.

ARTICLE 21

LABOR-MANAGEMENT CONFERENCES

Section 21.01 - Advance Request The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, by either party by placing in writing a request to the

other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

Section 21.02 - Exclusive of Grievances It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 22

RESIDENCY

Section 22.01 - Residency Requirement Employees shall maintain their place of residence within thirty (30) miles of Freeburg Village Hall (14 Southgate Center, Freeburg, IL 62243), but within the State of Illinois. Employees must be in compliance with the residency requirement within six (6) months of completing their probation period.

ARTICLE 23

DURATION

Section 23.01 - Term of Agreement This Agreement shall be effective from **April 1, 2022**, and shall remain in full force and effect for a term of four (4) years terminating on **March 31, 2026**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) nor later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 23.02 - Continuing Effect Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 23.03 - Notifications by Certified Mail All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 23.04 - Impasse Resolution The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE 24

DUES DEDUCTION AND FAIR SHARE

Section 24.01 – Dues Deduction Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Policeman's Benevolent Labor Committee at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 24.02 – Dues With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Policeman's Benevolent Labor Committee by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

Section 24.03 – Religious/Conscientious Objections Any employee who is a member of or adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially support organizations or associations shall not be required to join or financially support the Union as a condition of employment provided that it is understood that any such employee holding conscientious objections pursuant to this provision who requests this organization to use the grievance/arbitration procedures on his/her behalf may be

charged for the reasonable costs of using such procedure. Any such employee shall notify the Employer and the Union of his/her objection and the basis for objection. The employee may be required by the parties to supply additional information to support his/her objection.

Any employee who has good faith religious/conscientious objection must, however, pay an amount equal to the agency fees to one of the following charities:

Hospice of Southern Illinois

United Way

YMCA

Salvation Army

Section 24.04 – Indemnity

The Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article and the Union hereby indemnifies, defends and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article. In the event a claim is made against the Employer arising out of any provision of this Article, the Employer shall select the attorney to defend the Employer.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Mayor, Village of Freeburg, Illinois

President

Chief Negotiator for Employer

Secretary

Attest (Seal)

Policemen's Benevolent & Labor Committee

Negotiator

Policemen's Benevolent & Labor Committee

Negotiator



Membership Information

PBLC • 840 S. Spring St., Suite A • Springfield, IL 62704
217-523-5141 • www.pbpa.org

Please Print Legibly

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home/Cell Phone: _____ Work Phone: _____

Email (non-work): _____

Employer: _____

Job Title: _____

Membership and Dues Authorization

I hereby authorize the Policemen's Benevolent Labor Committee (the "Union") to act as my exclusive bargaining representative in collective bargaining over wages, hours, and other terms and conditions of employment with my employer. My membership in the Union shall be continuous unless resigned pursuant to the Union's Termination of Membership procedure.* I understand that when a majority of my co-workers join in signing a card this card can be used to obtain certification of the Union as our exclusive bargaining representative without an election. I understand and acknowledge that this membership allows the Union to protect my employment rights and to represent me in such matters. I further understand and acknowledge that Union membership is required for me to be eligible for member benefits including Legal Defense Plan coverage for critical incidents, internal investigations, disciplinary proceedings, and other matters described in the Legal Defense Plan Document.**

I hereby voluntarily authorize the regular monthly deduction of dues and assessments as may be certified by the Union and direct my employer to forward those amounts to the Union in a timely manner. Such dues shall be deducted each pay period and remitted to the Policemen's Benevolent Labor Committee.

Signature: _____ Date: _____

IRS Disclaimer: Payments to the Union may be tax deductible as ordinary and necessary business expenses, however, they are not deductible as charitable donations for federal income tax purposes. Telephone Consumer Protection Act Statement: By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts. The Union will never sell your information or release it to any 3rd party for commercial purposes.

*See www.pbpa.org for further detail.

**See www.pbpa.org to view the plan document.

Submit a copy of this form to: PBLC (via email at office@pbpa.org; Fax: 217-523-7677; or mail at address above); Payroll; and Unit Leadership.

CITIZENS COMMUNITY BANK

INTEREST RATES AND APY ** EFFECTIVE AND ACCURATE AS OF AUGUST 5, 2022

CERTIFICATES OF DEPOSIT

INITIAL INTEREST RATE IS IN EFFECT UNTIL FIRST MATURITY.

<u>TERM</u>	<u>INTEREST RATES</u>	<u>MINIMUM BALANCE TO OPEN</u>	<u>APY **</u>	<u>INTEREST CREDITED/ COMPOUNDED</u>	<u>GRACE DAYS</u>	<u>EARLY W/D PENALTY</u>
3 MO	.50%	\$2,500.00	.50%	Quarterly	10	1 MONTH INTEREST
6 MO	.60%	\$2,500.00	.60%	Quarterly	10	1 MONTH INTEREST
12 MO	1.00%	\$500.00	1.00%	Quarterly	10	1 MONTH INTEREST
24 MO	1.30%	\$500.00	1.31%	Quarterly	10	3 MONTHS INTEREST
35 MO	2.50%	\$5,000.00	2.52%	Quarterly	10	9 MONTHS INTEREST
36 MO	1.25%	\$500.00	1.26%	Quarterly	10	3 MONTHS INTEREST
47 MO	3.00%	\$5,000.00	3.03%	Quarterly	10	9 MONTHS INTEREST
48 MO	1.50%	\$500.00	1.51%	Quarterly	10	3 MONTHS INTEREST
60 MO	1.75%	\$5,000.00	1.76%	Quarterly	10	9 MONTHS INTEREST
84 MO	1.85%	\$5,000.00	1.86%	Quarterly	10	9 MONTHS INTEREST
97 MO	2.10%	\$5,000.00	2.12%	Quarterly	10	12 MONTHS INTEREST

RATES AND YIELDS SUBJECT TO CHANGE AT ANYTIME
SUBSTANTIAL PENALTY FOR EARLY WITHDRAWAL - MEMBER FDIC

CD accounts will renew automatically for an identical period of time as the original term.

* This account will not renew automatically at maturity. If not renewed, interest will not accrue after maturity.
** APY The Annual Percentage Yield assumes interest will remain on deposit until maturity. Withdrawals and fees will reduce earnings.

MONTHLY CHECK - Citizens will consider a monthly check on CD's of \$10,000.00 or more.

METHOD OF CALCULATION: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items (for example, checks.)

EFFECT OF CLOSING AN ACCOUNT: If you close your account before interest is credited you will receive the accrued interest.

CONTACT AN EMPLOYEE FOR FURTHER INFORMATION ABOUT APPLICABLE FEES AND TERMS. OUR LOCATIONS AND PHONE NUMBERS ARE LISTED BELOW.

9 East Main Street, PO Box 157
Mascoutah, IL 62258
Phone: 618-566-8800
Fax: 618-566-2827

620 North State Street, PO Box 40
Freeburg, IL 62243
Phone: 618-539-4704
Fax: 618-539-4791

704 New Baldwin Road
New Athens, IL 62264
Phone: 618-475-3297
Fax: 618-475-4649

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Denise Albers
Michael Heap
Robert Kaiser
Mike Blaies
Ray Matchett, Jr.
Lisa Meehling

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/Albers/Heap/Meehling)
Wednesday, August 10, 2022 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, August 10, 2022 by Chairperson Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Bob Kaiser, Trustee Ray Matchett, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Zoning Administrator Matt Trout, Village Attorney Fred Keck, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

1. Approval of June 15, 2022 Minutes: Unavailable.
 2. Customer Issues: Head Lineman Shane Krauss reported no outages since last meeting. We had a few tree-related incidences that were resolved where everyone stayed on power. Village Administrator Tony Funderburg advised for our in-town residents that would like to switch over to our power from Ameren, we can do that as long as we don't need any of Ameren's infrastructure, and Attorney Keck agreed with Tony. We have approximately 10 residents that would like to get on our electric. Tony said once we get approval to do the switchover, it would be based on availability.
 3. IMEA Energy Efficiency Grant: Nothing new to report.
 4. Generator Upgrades: Public Works Director John Tolan advised he and Shane talked to Chuck, who advised he is waiting on one part. He feels confident that he will have it by September 14th. John advised we will notify IMEA this week with our 45-day notice that we will be off peak starting September 14th. Chuck is hoping to start on October 1st and complete the upgrades within two weeks. He is going to start with old plant first, and can only do one engine at a time. John will have conference call with IMEA tomorrow to make sure we have everything lined up with them.
- Trustee Denise Albers motioned to recommend to the full Board approval of BHM&G Invoice #SO2185-100 in the amount of \$19,951.45, and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*
5. IMEA – AmerenIL Power Supply Price Increase: Item can be taken off the agenda.
 6. Clearwave Fiber: We are dealing with some repair issues for utilities hit during the work on State Street. Attorney Keck stated other cities all asking for the same thing as us and would not agree to them working in their cities at no cost. He believes they are going to towns who will let them do what they want. Item can be taken off the agenda.

Electric Committee Meeting Minutes
Wednesday, August 10, 2022
Page 1 of 2

7. Review of Fees Charged: Tony advised the proposed code revisions will include some additional changes that Shane provided. He stated our entire code needs a review and rewrite and suggested a subcommittee or hiring someone. In this code revision, a rate sheet is discussed. We will prepare that, and when changes are needed, it will be brought to committee.
8. Woods Manor/Country Mart Pharmacy Street Lights: Shane set two wood poles with 100W streetlights on them. He thinks it is fine and is happy with it. Matt said the pharmacy opens Monday.

B. NEW BUSINESS:

1. Project #22-06: Transformer Purchase to Replenish Stock: Shane stated he had his first scare with supply issues. He is using his last 167KVA transformer for a new business in town and won't have anymore. The business needs this because of the HVAC unit they are using. This is the largest single-phase transformer that he uses. We are in good shape on our standard transformers. He has tried every company he can think of.

Trustee Lisa Meehling motioned to recommend to the full Board the purchase of two 167KVA transformers at a cost of \$15,990.00, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

Tony has been contacted by a solar company called him advising the high school may be looking to install solar. Tony is going to review this with John and Shane to see if we are willing to go above 10kw. John said in discussions with IMEA, they are willing to do this when schools are involved. Tony has asked them to fill out the application paperwork. Shane confirmed the transformer for the sewer plant was painted last week, and it is supposed to be delivered within the next week or two.

Shane stated there was an incident when exercising units 8 and 9 last month. When we fired them up, things started going haywire. A specialist found oil had gotten in the connection of the computer that runs on the unit itself. He said it could have happened a long time ago and just now found it. We did get dinged \$76 and \$79 from IMEA on the units.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn at 6:14 p.m., and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

RECEIVED

AUG 03 2022



SERVICE CORP.

630 Jeffco Blvd Arnold, MO 63010

Freeburg14 Southgate Center
Freeburg, IL 62243

Invoice Number S02185-100

Date 07/31/2022

Project **S02185 Freeburg Generator Controls
Upgrade**

Billing Cutoff: 7/31/2022

Professional Services

Description	Contract Amount	% Complete	Invoice Amount
Generators 8-12 Controls Upgrade	\$336,629.00	35.00	\$19,951.45
Total	\$336,629.00		\$19,951.45
		Invoice Amount	\$19,951.45

Approved by:

Charles Fiessinger

Project Manager

Thank You for your patronage.

Please remit to: BHMGS Service Corp

Invoice Supporting Details**Billing Cutoff: 7/31/2022****S02185 Freeburg Generator Controls Upgrade**

Employee	Date	Hours	Description
01 Generators 8-12 Controls Upgrade			
DeJournett, Stephen D	5/3/2022	1.00	Selection and review of touchscreen layouts from previous projects.
	5/12/2022	0.50	Pickup and storage of materials for Freeburg IL Generation Upgrades.
	5/19/2022	3.50	Review of schematics and three line diagrams for Generation Controls Upgrades.
	5/24/2022	1.00	Review 3 Line Diagrams Units 8-12, Freeburg Generation Controls Project.
	5/31/2022	5.00	Review and mark up generator controls preliminary schematics.
	6/20/2022	5.00	Review of screens and programming for Generator Controls Upgrades. Preparation for meeting with programmer.
	6/21/2022	4.00	Meeting to discuss project with contractor on installation and programming of controls.
	6/27/2022	1.50	Pickup and storage of materials for Freeburg Generation Controls upgrade project.
	7/12/2022	3.00	Review drawings and materials, preliminary design of door panels.
	7/26/2022	2.00	Material inventory, order additional nameplates, review drawings.
	7/28/2022	2.00	Material inventory, order additional nameplates, review drawings.
Fiessinger, Charles E	5/3/2022	0.50	Reviewing budgets so far on project.
Frisch, Jacqueline M	7/27/2022	0.50	Prepared and submitted purchase order - Kirby Risk.
Johnson, Douglas E	5/2/2022	2.00	Working on the Screen shots for the Standards and going through the programming.
	5/3/2022	9.00	Working on the Screen shots for the Standards and going through the programming.
	5/4/2022	2.00	Working on the Screen shots for the Standards and going through the programming.
	5/9/2022	2.00	Going through GEN controls and programs for the project and also HMI screens.
	5/10/2022	7.00	Going through GEN controls and programs for the project and also HMI screens.
	5/12/2022	2.00	Going through GEN controls and programs for the project and also HMI screens. Looking at Rochelle programming and HMI's
	5/18/2022	6.00	Working on old SCADA screens for the new generator controls for Steve to mark up.
	5/19/2022	4.00	Started the new SCADA Application for the Generator Controls upgrade.
	5/26/2022	3.00	Working on the new application for the Controls Upgrade

Employee	Date	Hours	Description
Johnson, Douglas E	5/31/2022	3.00	Helped with the configuration on the new controllers for the Generation upgrade
	6/8/2022	2.00	Working on the Screens for the Generation controls upgrade
	6/9/2022	6.00	Working on the new application for the controls upgrade.
	6/10/2022	1.00	Working on the new application for the controls upgrade.
	6/22/2022	8.00	Working on the new screens for the Generator upgrade that we want to change.
	6/27/2022	3.00	Working on the new screens for the Panelview program
	6/28/2022	4.00	Working on the Generation screens for the upgrade.
	6/29/2022	2.00	Working on screens for the GEN upgrade
	6/30/2022	4.00	Cleaning up some screens and adding some additional information to display all the KPI's
	7/5/2022	3.00	Looking into the PLC programming for the KW setpoints and how the PF is set to the Easygen. Analog card order issue.
	7/6/2022	2.00	Working on the new panelview screens.
	7/7/2022	2.00	Finished up the screen changes



QUOTE

Quote # 071422-9

B&B Transformer

2850 220th Street West
 P.O. Box 96
 Farmington, MN 55024
 (651) 463-2573

P.O.#

DATE: 07/14/2022

QUOTED TO: Shane Krauss

PHONE: 618-539-3112

EMAIL: skrauss@freeburg.com

FREEBURG UTILITIES

Freeburg, IL

SHIP TO: Their shop

PROJECT:

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
SINGLE PHASE PADMOUNT TRANSFORMER				
		60Hz, 65 degree C rise		
		TANK: Standard configuration/ full size		
		HV: 4160GRDY/2400 X 12470GRDY/7200		
		LV: 120/240		
		TAPS: None		
		SWITCH: None		
		FUSING: Bayonet – dual sensing		
		Dead Front		
		Loop feed		
		Primary wells (2 - 200amp)		
		Primary inserts (2 – 8.3/14.4)		
		SECONDARY: (3) Stud,		
		PRESSURE RELIEF: Standard,		
		NON PCB mineral oil		
1	2	167 KVA -	\$7,995.00	\$15,990.00
ADDITIONAL OPTIONS				
NOTES:				
DELIVERY TIME: 52 + weeks.				
FREIGHT: Included				
WARRANTY: 3 years				
If during the performance of the contract, the price of materials significantly increases, through no fault of the supplier, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.				
Quoted by : Nic Edlund			Total	\$15,990.00

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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Robert Kaiser
Mike Blaies
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VILLAGE OF FREEBURG

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VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)
Wednesday, August 10, 2022 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 6:14 p.m. on Wednesday, August 10, 2022, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

1. Approval of June 15, 2022 minutes: Unavailable.
2. New Sewer Plant/Sewer Loan – Haier Plumbing Pay Request #11 in the amount of \$556,022.56: Zoning Administrator Matt Trout advised the last section of aeration basin #1 was poured today, and 4 out of 5 concrete work is complete. They started installing the clarifier mechanisms, and the influent building is blocked and under roof. We met this afternoon and reviewed the Scada system process and how it works. Attorney Keck compliment Tony on the 2nd quarter report that was submitted to EPA. We haven't heard of any issue with it.

Trustee Mike Blaies motioned to recommend to the full Board approval of Haier Plumbing & Contracting Pay Request #11 in the amount of \$556,022.56, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.
3. Sewer issues: John said they will use Mascoutah's mutual aid to clean out some trouble areas in the past and also take care of some culverts. Our guys did a great job coming out of the recent big storms.
4. FSH Minutes: John reported FSH/SLM is switching over to free residuals. Since the EPA wants a more extensive public notice, we initiated a call on our emergency call system on Monday, and we also placed it on our website. John also provided information to be published in the Tribune.
5. Water System Study – TWM Invoice #75025 in the amount of \$9,956.25: John would like to look into the work that was done and asked that we table the invoice. On another note, TWM asked for a letter of recommendation.
6. Repair/Replace Sewer Main East and West Apple – Volkert Invoice #507271 in the amount of \$1,094.00: This project has been approved.

Trustee Lisa Meehling motioned to approve Volkert Invoice #507271 in the amount of \$1,094.00, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

John reported a couple issues on the excess flow clarifier, and expressed his concerns at the last progress meeting. They seem to have forgotten about it. He is waiting for them to come back on how to get a trigger sensing valve when there is high water.

B. NEW BUSINESS:

1. Volkert Invoice #807095 in the amount of \$1,750.00 for the NPDES Permit Renewal Application for the East Wastewater Treatment Facility: This renewal will be good for 5 years.

Trustee Mike Heap motioned to recommend to the full Board approval of Volkert Invoice #807095 in the amount of \$1,750.00, and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.

2. Solid Waste Collection Fee Increase: Tony provided a spreadsheet reflecting the revenues and expenses for a price increase from \$12.75 to \$13.50 per month. He confirmed we are guaranteed no further increase from Waste management for one year. We don't have to pass this right away but it needs to be done by January of 2023. We could place this information in the next newsletter to give our residents advance notice. He doesn't believe the increase is extreme.

Trustee Denise Albers motioned to recommend to the full Board approval of the Solid Waste Collection Fee of \$13.50 effective with the January, 2023 billing, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

Tony received an invoice from Burns & McDonnell in the amount of \$25,000. This would leave a remaining \$74,000 remaining in Construction and Engineering. This invoice will be taken to the next Finance Committee meeting.

John advised with the disinfection, we will be flushing hydrants and testing shortly.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn the meeting at 6:31 p.m., and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager



Contractor's Application for Payment No.

11

Application Period: May 16, 2022 - July 16, 2022		Application Date: Monday, July 25, 2022
To Village of Freeburg (Owner):	From (Contractor): Haier Plumbing & Heating, Inc.	Via (Engineer): Burns & McDonnell Engineering
Project: FREEBURG WWTP IMPROVEMENTS 2021	Contractor's Project No.: 1185PWW.	Engineer's Contract Number:

Change Order Summary

Application For Payment

Approved Change Orders	Additions	Deductions
Number		
Total changes approved in previous months by Owner	\$16,790.85	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$16,790.85	\$0.00
NET CHANGE BY CHANGE ORDERS	\$16,790.85	

1. ORIGINAL CONTRACT PRICE	\$11,237,000.00
2. Net Change By Change Order	\$16,790.85
3. Current Contract Price (Line 1+2)	\$11,253,790.85
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$5,703,210.66
5. RETAINAGE:	
a. 10.00% X \$5,703,210.66 Work Completed	\$428,292.66
b. 10.00% X \$144,028.55 Stored Material	\$144,028.55
c. Total Retainage (Line 5a + 5b)	\$570,321.11
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$5,132,889.55
7. LESS PREVIOUS REQUESTS (line 8 from prior Application)	\$4,667,866.99
8. AMOUNT DUE THIS APPLICATION	\$565,022.56
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$5,120,904.30

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Mona Wense Date: 7/25/2022

Payment of: \$565,022.56
(Line 8 or other - attach explanation of the other amount)

Is recommended by: Jeff Barnard 08/04/2022
(Engineer) Jeff Barnard, PE; Burns & McDonnell (Date)

Payment of: \$565,022.56
(Line 8 or other - attach explanation of the other amount)

is approved by: Village of Freeburg (Date)

Approved by: Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):					FREEBURG WWTP IMPROVEMENTS 2021					Application Number:		11	
Application Period:					May 16, 2022 - July 15, 2022					Application Date:		Monday, July 25, 2022	
A		B			Work Completed				E	F		G	
					C		D						
Item		Bid Item Quantity	Unit	Unit Price	Total Bid Value	From Prev Apps		This Period Completed		Materials Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (G-F)
No.	Description					Qty Installed	Value of Work Previously Installed	Qty Installed	Value of Work Installed to Date				
23	Tile	1	LS	\$10,350.00	\$10,350.00								\$10,350.00
24	Painting & Coating	1	LS	\$170,039.00	\$170,039.00								\$170,039.00
25	Laboratory Casework	1	LS	\$80,000.00	\$80,000.00								\$80,000.00
26	Metal Building Systems	1	LS	\$486,180.00	\$486,180.00		\$412,769.50				\$412,769.50	84.80%	\$73,410.50
27	Sanitary Plumbing	1	LS	\$118,800.00	\$118,800.00		\$45,572.57		\$1,491.59		\$47,064.16	39.62%	\$71,735.84
28	HVAC	1	LS	\$192,855.00	\$192,855.00								\$192,855.00
29	Blower Piping	1	LS	\$74,720.00	\$74,720.00								\$74,720.00
30	Electrical	1	LS	\$1,700,000.00	\$1,700,000.00		\$489,280.00		\$46,070.00		\$535,350.00	31.49%	\$1,164,670.00
41	Integration and Control	1	LS	\$530,000.00	\$530,000.00					\$522,487.28	\$522,487.28	98.58%	\$7,502.72
42	Site Preparation & Earthwork	1	LS	\$241,555.00	\$241,555.00		\$195,200.82		\$14,580.70		\$209,781.52	86.86%	\$31,773.48
43	Rock/Asphalt Drives	1	LS	\$63,000.00	\$63,000.00		\$13,478.61				\$13,478.61	21.39%	\$49,521.39
44	Concrete Pavement	1	LS	\$94,133.00	\$94,133.00								\$94,133.00
45	Chain Link Fence	1	LS	\$109,300.00	\$109,300.00								\$109,300.00
46	Seeding/Site Cleanup	1	LS	\$10,000.00	\$10,000.00								\$10,000.00
47	Waterline	1	LS	\$73,100.00	\$73,100.00								\$73,100.00
48	Process Piping	1	LS	\$880,300.00	\$880,300.00		\$493,398.45		\$66,604.01	\$7,322.77	\$567,323.23	64.45%	\$312,976.77
49	Submersible Pumps	1	LS	\$50,000.00	\$50,000.00								\$50,000.00
50	Slide Gates	1	LS	\$57,800.00	\$57,800.00		\$2,320.00			\$34,808.00	\$36,928.00	63.89%	\$20,874.00
51	Blowers	1	LS	\$178,520.00	\$178,520.00					\$64,020.00	\$64,020.00	35.88%	\$114,500.00
52	Rotary Lob Pumps	1	LS	\$81,000.00	\$81,000.00								\$81,000.00
53	Screening Equipment	1	LS	\$180,500.00	\$180,500.00		\$4,640.00			\$151,000.00	\$155,640.00	86.97%	\$4,860.00
54	Liquid Chemical Metering System	1	LS	\$42,300.00	\$42,300.00					\$25,232.00	\$25,232.00	59.65%	\$17,068.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): FREEBURG WWTP IMPROVEMENTS 2021										Application Number: 11		
Application Period: May 16, 2022 - July 15, 2022										Application Date: Monday, July 25, 2022		
A Item		B Scheduled Value			Work Completed				E Materials Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B-F)	
					C From Prev Apps		D This Period Completed					
No.	Description	Bid Item Quantity	Unit	Unit Price	Total Bid Value	Qty Installed	Value of Work Previously Installed	Qty Installed	Value of Work Installed to Date	% (F/B)		
55	Circular Clarifiers	1	LS	\$287,000.00	\$287,000.00				\$7,000.00	78.65%	\$58,405.00	
56	Secondary Treatment Equipment	1	LS	\$900,000.00	\$900,000.00				\$320,754.50	35.84%	\$579,245.50	
57	Disk Cloth Filter	1	LS	\$857,000.00	\$857,000.00						\$857,000.00	
58	Precast Structures	1	LS	\$115,000.00	\$115,000.00		\$28,224.00		\$24,138.20	46.40%	\$61,639.80	
59	Box Culvert	1	LS	\$132,731.00	\$132,731.00		\$132,731.00			100.00%		
60	Survey Reference Points Addition	1	LS	\$16,790.85	\$16,790.85		\$4,933.50		\$1,150.00	36.23%	\$10,707.35	
TOTAL CONTRACT PRICE					\$11,263,790.86		\$3,889,494.61		\$673,430.80	\$1,440,285.66	\$5,703,210.66	\$5,650,580.19

Stored Material Summary

Contractor's Application

For (Contract):		VILLAGE OF FREEBURG, IL - WWTP IMPROVEMENTS 2021					Application Number: 11			
Application Period:		May 16 - July 15, 2022					Application Date: Monday, July 25, 2022			
Bid Item No.	A Supplier Invoice No.	B Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
14	Pay App 2	On-site	Reinforcement Bar - K & N Steel	5/2022	\$ -		\$ -		\$ -	\$ -
16	3751	Engineering	Hollowcore: St. Louis Prestress - engineering	12/2021	\$ 4,356.00		\$ 4,356.00	7/2022	\$ 4,356.00	\$ -
17	#11143 - Pay App 1, 2, 3	On-site	Miscellaneous Metals: Imperial Metals-misc pieces for Influent Screen Bldg. & Filter Bldg.	2/2022	\$ 93,258.00		\$ 93,258.00			\$ 93,258.00
41	120014566, 120014776, 120014966	At Durkin & HPH office	Integration & Control: DURKIN-process control system (control panels & flow instrumentation)	5/2022	\$ 463,769.04	\$ 58,728.24	\$ 522,497.28			\$ 522,497.28
48	2031771	On-site	Process Piping: Midwest Muni. Supply (3-16" MJ 90's)	12/2021	\$ 7,322.77		\$ 7,322.77			\$ 7,322.77
50	RH6772.1	On-site	Slide Gates: Rodney Hunt (slide & weir gates)	12/2021	\$ 34,606.00		\$ 34,606.00			\$ 34,606.00
51	29760	Submittals	Blowers: Hardy Pro Air (blowers)	12/2021	\$ 64,020.00		\$ 64,020.00			\$ 64,020.00
53	81511	On-site	Screening Equipment: Kusters (FBS 400x76/s and SWP 200x700)	12/2021	\$ 151,000.00		\$ 151,000.00			\$ 151,000.00
54	211964	At HPH	Liquid Chemical Metering System: Watson Marlow	12/2021	\$ 25,232.00		\$ 25,232.00			\$ 25,232.00
55	22086	On-site	Circular Clarifiers: Walker Process Equipment-two RSPS collectors	3/2022	\$ 221,595.00	\$ -	\$ 221,595.00			\$ 221,595.00
56	36109	At EnviroLine	Secondary Treatment Equipment: EnviroLine Co. (aeration equipment)	12/2021	\$ 320,754.50		\$ 320,754.50			\$ 320,754.50
							\$ -			\$ -
							\$ -			\$ -
							\$ -			\$ -
							\$ -			\$ -
							\$ -			\$ -
							\$ -			\$ -
							\$ -			\$ -
TOTALS					\$ 1,385,913.31	\$ 58,728.24	\$ 1,444,641.55		\$ 4,356.00	\$ 1,440,285.55

VOLKERT

Volkert, Inc.
 Dept. #2040
 P.O. Box 11407
 Birmingham, AL 35246-2024
 251.342.1070

RECEIVED

INVOICE

Village of Freeburg
 ATTN: Tony Funderburg
 14 Southgate Center
 Freeburg, IL 62234

JUL 25 2022

Date: 07/31/2022
 Invoice No.: 00507271

Project: Village of Freeburg TO#2 Sewer Rehab

Work Completed this period:
 Coordination of bid results and notice of award to contractor.

Agreement Type:

Invoice for Period Ending:	<u>7/22/2022</u>
Contract Amount:	<u>\$24,280.00</u>
Total Invoiced to Date:	<u>\$10,655.98</u>
Previously Billed:	<u>\$9,561.98</u>
Total This Invoice:	<u>\$1,094.00</u>



Project Manager

7/31/22

Date

Invoice

VOLKERT

Remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

Village of Freeburg
Attn Tony Funderburg
14 Southgate Center
Freeburg, IL 62243

July 31, 2022
Project No: 1140600.000
Invoice No: 00507271

Professional Services from June 18, 2022 to July 22, 2022

	Hours	Rate	Amount	
Design Surveyor	.50	88.00	44.00	
Project Manager	6.00	175.00	1,050.00	
Totals	6.50		1,094.00	
Total Labor				1,094.00
		Total this Invoice		\$1,094.00

Billing Backup

VOLKERT, INC

Invoice 00507271 Dated 7/31/2022

Thursday, July 21, 2022
3:20:31 PM

			Hours	Rate	Amount	
65022	Lawrence, Karen	6/24/2022	.50	88.00	44.00	
15097	Pruett, Timothy	7/1/2022	2.00	175.00	350.00	
15097	Pruett, Timothy	7/8/2022	2.00	175.00	350.00	
15097	Pruett, Timothy	7/15/2022	2.00	175.00	350.00	
	Totals		6.50		1,094.00	
	Total Labor					1,094.00
				Total this Project		\$1,094.00
				Total this Report		\$1,094.00

VOLKERT

Volkert, Inc.
Dept. #2040
P.O. Box 11407
Birmingham, AL 35246-2024
251.342.1070

RECEIVED
JUL 25 2022

INVOICE

Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Date: 07/31/2022
Invoice No.: 00807095

Project: VILLAGE OF FREEBURG GENERAL SERVICES

Work Completed this period:
NPDES Permit renewal application for East WWTF.

Agreement Type:

Invoice for Period Ending: 7/22/2022

Total Labor & Expenses: \$1,750.00

Volkert, Inc.



Project Manager

7/31/22
Date

Invoice

VOLKERT

Remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

July 31, 2022
Project No: 1086605.000
Invoice No: 00807095

Village of Freeburg

Professional Services from June 18, 2022 to July 22, 2022

Task	ENGR	ENGINEERING	Hours	Rate	Amount
Project Manager			10.00	175.00	1,750.00
Totals			10.00		1,750.00
Total Labor					1,750.00
				Total this Task	\$1,750.00
				Total this Task	\$1,750.00
				Total this Project	\$1,750.00
				Total this Invoice	\$1,750.00

Project 1086605.000

VILLAGE OF FREEBURG GENERAL SERVICES

Invoice 00807095

Billing Backup

VOLKERT, INC

Invoice 00807095 Dated 7/31/2022

Thursday, July 21, 2022

3:10:38 PM

Task ENGNR ENGINEERING

			Hours	Rate	Amount	
15097	Pruett, Timothy	6/24/2022	4.00	175.00	700.00	
15097	Pruett, Timothy	7/1/2022	2.00	175.00	350.00	
15097	Pruett, Timothy	7/8/2022	4.00	175.00	700.00	
	Totals		10.00		1,750.00	
	Total Labor					1,750.00
				Total this Task		\$1,750.00
				Total this Task		\$1,750.00
				Total this Project		\$1,750.00
				Total this Report		\$1,750.00

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Denise Albers

Michael Heap

Robert Kaiser

Mike Blaies

Ray Matchett, Jr.

Lisa Meehling

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
Tony Funderburg**PUBLIC WORKS DIRECTOR**
John Tolan**POLICE CHIEF**
Michael J. Schutzenhofer**ESDA COORDINATOR**
Eugene Kramer**ZONING ADMINISTRATOR**
Matt Trout**VILLAGE ATTORNEY**
Weilmuenster Keck Brown, P.C.

Public Property Committee Meeting
 Streets/Municipal Center/Pool/Parks & Recreation
 (Matchett/Albers/Heap/Kaiser)
 Wednesday, August 10, 2022 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:31 p.m. by Acting Chairperson Denise Albers, on Wednesday, August 10, 2022. Members present were Chairman Ray Matchett (absent), Trustee Denise Albers, Trustee Mike Heap, Trustee Bob Kaiser, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Lisa Meehling, Village Attorney Fred Keck, Public Works Director John Tolan, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle. There were no guests present via Zoom

POOL: A. OLD BUSINESS: Public Works Director John Tolan reported a few issues the last couple weeks with the filter pump and chlorinator at the baby pool. The filter is about 10 years old, and he is going to consult with some people about sucking the sand out and redoing the filter. The main pool filters are fine. Zoning Administrator Matt Trout commented the Rotary Club assembled and installed the pool lockers. Since they are plastic, they have been placed inside in both of the locker rooms.

B. NEW BUSINESS:

1. Resolution #22-13: A Resolution in Support of the St. Clair County Parks Grant Funding Cycle #28: Village Administrator Tony Funderburg advised we are going to ask for the replacement of the existing umbrellas and add an additional umbrella shade station.

Trustee Mike Heap motioned to recommend to the full Board approval of Resolution 22-13, a Resolution in Support of the St. Clair County Parks Grant Funding Cycle #28, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

STREETS: A. OLD BUSINESS:

1. Approval of July 13, 2022 Minutes: Unavailable.
2. E. Apple Street Proposed Repair: Item can be taken off the agenda.
3. Drainage Problem Areas/Stormwater Run-Off: John stated our crews worked on the east side of town, and the problem areas did really with the recent rains.
4. Customer Issues: Tony advised St. Joe's called about a sidewalk they want repaired before their picnic. John has placed cones and painted the area to keep people aware of the problem area.
5. MFT – TWM Invoice #74169 in the amount of \$961.25 for 2022 MFT: *Trustee Mike Heap motioned to recommend to the full Board approval of TWM Invoice #74169 in the amount of \$961.25, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.*
6. Wolf Road Project: Oates is waiting for school to start to put the traffic counter out.

John advised Gregg Blomenkamp will be replacing a 48" culvert on S. Potter. We sent a sketch of the accident area on State and Peabody where we would like to replace the damaged guardrail. IDOT won't let us put one there because it doesn't fit their policy. IDOT also wanted us to do something with the vault at the SAVE Site which is 4 inches too high. Tony said projects are being stopped because they don't fit with a certain person's policy. Tony said Highland, O'Fallon, and other communities' average project costs have increased 30% because of the one person there we are dealing with. Tony stated he and a group of people are going to meet with IDOT about this issue.

B. NEW BUSINESS: With regard to Homecoming, the Park District purchased a lot to use for parking. They requested a culvert be installed, and John confirmed that was done yesterday. They would like to use the area at E. Emily and S. Vine as an exit from the park, and the entrance will be located at the end of S. Pitts Street. John stated we will take the culvert out after homecoming.

Tony advised Treasurer Vogel received two bids for the expiring CD. Citizens had the higher interest rate of 3% for 47 months. Bank of Belleville bid 2% for 24 months. He suggested taking \$1,000,000 and placing it in a CD, and the committee was in agreement with his request.

The grade school is planning to use the road behind the primary center for student drop-offs and pickups and assign each student a number that will be called when that car shows up. The car will have a tag in the window. They plan to put up temporary stop signs on Lincoln Court. We have suggested other areas for the school to create new parking lots, and they are not interested in those suggestions. Tony stated the temporary signs are not enforceable, and wanted the board to be aware of the problems they could cause if the highway starts backing up.

Knights of Columbus would like to operate their annual donation collection on Saturday, September 17th from 10:00 a.m. – 2:00 p.m., and the committee agreed with their request. We also received a request from St. Joe's for their annual 5K run. The board had previously determined that it was not feasible to close all of the streets for run requests, and directed any requests be sent to the Freeburg Park District since they have the trails available to accommodate a run.

Matt advised the only time he could have the softball team together for their proclamation was Sunday at 3:00 p.m. Mayor Speiser will present the proclamation to them at that time, and we will also have it on Monday's agenda.

Matt needs workers at the Homecoming beer stand on Friday night from 8:00 p.m. – midnight. He asked everyone who could make it on the parade float, to be in the same spot on Saturday at 5:00 p.m.

EXECUTIVE SESSION

7:01 P.M.

Trustee Mike Heap motioned to enter Executive Session to Discuss Real Estate, 5 ILCS 120/2 – (c)5, and Personnel, 5 ILCS 120/2-(c)1, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED

7:47 P.M.

The regular committee session reconvened at 7:47 p.m.

Trustee Mike Heap motioned to recommend to the full Board approval of Ordinance #1747 – An Ordinance of the Village of Freeburg, Illinois Repealing Ordinance #1742 Approved on July 5, 2022 and Authorizing the Mayor to Execute and the Village Board to Enter into a Successor Collective Bargaining Agreement with the Policemen’s Benevolent Labor Committee, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

Trustee Denise Albers motioned to recommend to the full Board approval of Resolution #22-14, A Resolution of the Village of Freeburg, Illinois Authorizing the Village of Freeburg, Illinois to Enter into an Intergovernmental Agreement with Freeburg School District #70 for a School Resource Officer Program, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

Trustee Denise Albers motioned to recommend to the full Board approval of Resolution #22-15, A Resolution of the Village of Freeburg, Illinois Authorizing the Village of Freeburg to Enter into and the Mayor to Execute an Intergovernmental Agreement with Freeburg School District #70 for Police Coverage of After School Events, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

Trustee Bob Kaiser motioned to recommend to the full Board the hire of Brittney Newport and Hunter Borger as full-time police officers, and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Heap motioned to adjourn the meeting at 7:51 p.m., and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

Invoice

Thouvenot, Wade, & Moerchen Inc.
 Exceptional Service.
 Nothing Less.



Tony Funderburg
 Village of Freeburg, IL
 14 Southgate Center
 Freeburg, IL 62243

May 31, 2022
 Project No: T32211153
 Invoice No: 74169

Project T32211153 2022 MFT Program - Freeburg

For professional services rendered including:

- Attend bid opening
- Return cashier's checks to unsuccessful bidders
- Create bid tabs
- Submit award documents to IDOT

Consulting Services through May 11, 2022

Fee

Total Fee	5,501.00		
Percent Complete	42.1969	Total Earned	2,321.25
		Previous Fee Billing	1,360.00
		Current Fee Billing	961.25
		Total Fee	961.25
		Total this Invoice	\$961.25

Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226 - TWM Reserves the Option to charge 1 1/2% (18% annual) against accounts more than 30 days past due. - Please return a copy of this invoice with payment. - Telephone 618.624.4488 - Fax 618.624.6688