

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

January 23, 2017

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

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

A Personnel and Public Safety Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, January 25, 2017, at 6:00 p.m.**

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING

POLICE COMMITTEE

- A. Old Business
 - 1. Part-time Police Hire
 - 2. Police Department Expansion
- B. New Business
 - 1. Executive Session to Discuss Litigation, 5 ILCS 120/2-(c)11
 - 2. Ordinance #1619: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute the St. Clair County Coordinated Communications Services Contract (CENCOM)

PERSONNEL COMMITTEE:

- A. Old Business
 - 1. Approval of December 28, 2016 Minutes
- B. New Business
 - 1. Entry Level Engineer or Project Manager Hire
- C. General Concerns
- D. Public Participation
- E. Adjourn

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

ORDINANCE NO. 1619

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

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

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

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

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

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

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

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

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

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

PASSED by the Board of Trustees and approved by the Mayor this 6th day of February, 2017.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 6th day of February, 2017.

VILLAGE OF FREEBURG, ILLINOIS

Seth E. Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

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

THIS AGREEMENT, made and entered into this **1st day of January 2017** by and between ST. CLAIR COUNTY, ILLINOIS hereinafter referred to as **COUNTY**, and **VILLAGE OF FREEBURG POLICE DEPARTMENT** located in St. Clair County, hereinafter referred to as **SERVICE RECIPIENT**.

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

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

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

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

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

1. COUNTY shall provide 9-1-1 and non-emergency telephone call processing, radio dispatching, and paging services to and from the **SERVICE RECIPIENT'S** telephones, radios and pagers.
2. COUNTY shall perform the services provided for in this Contract, in compliance with the standards of St. Clair County Government, the Emergency Telephone Systems Act, ETSB Interagency Agreements and all applicable laws.
3. The **SERVICE RECIPIENT** shall furnish to St. Clair County during the month of **September 2017** and more frequently if required by the FCC regulations or by St. Clair County, the frequency measurements of all radio equipment owned or used by the **SERVICE RECIPIENT** in conjunction with this contract. Such measurements are to be made by an entity licensed to make such measurements.
4. The **SERVICE RECIPIENT** shall comply with all regulations set forth by the FCC and those rules and regulations set by the St. Clair County ETSB (pertaining to 9-1-1 services) and St. Clair County Government.
5. The **SERVICE RECIPIENT** shall pay St. Clair County the sum of **\$10.00 per call** for communications services to be performed by St. Clair County as set forth in paragraph (1).

- a. A quarterly payment schedule has been established for 2017. The first payment is due April 1, 2017, with subsequent payments due June 1, 2017, September 1, 2017 and December 1, 2017, or a monthly payment schedule could be agreed to with payments being received on or before the 1st of each month.
 - b. Charges for the above referenced law enforcement agency will include this law enforcement agency's proportionate share of the LEADS charges.
 - c. In the event, the **SERVICE RECIPIENT** becomes greater than 60 days delinquent with their payments as outlined above; St. Clair County reserves the right to acquire those delinquent funds directly for the **SERVICE RECIPIENT'S** property tax allocations distributed by St. Clair County.
6. The **SERVICE RECIPIENT** shall pay for all St. Clair County telephone system costs incurred by the **SERVICE RECIPIENT** in changing to and/or from COUNTY'S coordinated communications services.
7. The **SERVICE RECIPIENT** shall provide an errors and omissions insurance policy underwritten by an insurance company, and in a form acceptable to St. Clair County, in the amount of not less than \$1,000,000 per occurrence. St. Clair County Public Building Commission, St. Clair County Central Dispatch PSAP (CENCOM), and St. Clair County Emergency Management Agency (EMA), and their employees, elected and appointed officials, contractors, consultants and volunteers, shall be included as "Additional Insured" in this policy. Coverage under this insurance policy shall extend to the negligence, wrongful act, error, omission, breach of duty, or other act committed by a Service Recipient employee, elected or appointed official, volunteer, service contractor, or consultant, which may give rise to any of the "Additional Insured" being named as a defendant in any legal action related to services performed under this Contact.
 - a. In the event a "deductible" is applied under said insurance policy to claim expense or damages against an "Additional Insured," Service Recipient shall pay the full amount of deductible applied, on behalf of the "Additional Insured."
 - b. In the event said insurance policy does not respond to any such legal action against an "Additional Insured," or should such legal action include a claim for "willful or wanton misconduct, or other uninsured claim", Service Recipient shall hold St. Clair County (and any of the Additional Insured) harmless, and shall, at its own expense, defend and protect them from any expense or loss not covered by Service Recipient's insurance policy.
8. This Coordinated Communications Services Contract may be terminated by either party hereto upon ninety (90) days written notice to the other party and upon approval of the St. Clair County EMA in accordance with the St. Clair County 9-1-1 Plan.
9. This Coordinated Communications Services Contract may be terminated immediately upon written notice by the County if the premises, facilities, and/or equipment used by the County in fulfillment of the Service provisions of this contract are substantially destroyed or damaged through no fault of the County. If the County elects to continue this agreement and re-construct or repair the damaged premises, facilities, or equipment, then the County is not required to provide such services that are the subject of the contract until the premises, facilities, or equipment are restored to the condition existing immediately prior to such damage or destruction.
10. Upon termination of this Contract for any reason, the **SERVICE RECIPIENT** shall within ten (10) days remove all radio crystals or programming from its radio equipment

so that said equipment will no longer be capable of transmitting on any frequencies licensed to St. Clair County by the F.C.C. This shall not apply to those frequencies licensed by the F.C.C. to the **SERVICE RECIPIENT**.

11. This Contract shall take effect on the **1st day of January, 2017** and shall expire on the **31st day of December, 2017**. The **SERVICE RECIPIENT** shall give COUNTY ninety (90) days written notice prior to the expiration of this Contract if the **SERVICE RECIPIENT** will not execute a similar communications services contract for the succeeding year. If the **SERVICE RECIPIENT** fails to provide the required notice, St. Clair County will not be obligated to renew said contract for the succeeding year, but may choose to do so at the sole option of the County.

ACCEPTED:

Service Recipient

St. Clair County, Illinois

By _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
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PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING
(Trout/Blaies/Meehling/Pruett)
Wednesday, December 28, 2016 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

Chairman Matt Trout called the meeting of the Personnel and Public Safety Committee to order on Wednesday, December 28, 2016 at 6:26 p.m. Those present were Chairman Matt Trout, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Denise Albers, Trustee Ray Matchett, Village Clerk Jerry Menard, Chief Stan Donald, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POLICE:

A. OLD BUSINESS:

1. Part-time Police Hire: Julie advised the ad will be in this week's paper. Tony said it will not be an issue for the word to get out. We are already receiving calls.

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS 120/2-(C)1: Not needed.

Tony said in the past we have had storage and safety issues. He has worked to put a preliminary plan together to put the evidence, sally port and basement on the police side and more storage on our side. He would like to pursue this expansion with the next budget. He will email the drawing for everyone's review. We have the \$300,000 from the cell tower. Mayor Speiser asked about the firehouse, and Tony said we still need to consider that as an alternative for public works.

Chief Donald advised there will be an active shooter training at the school on January 3rd.

PERSONNEL:

A. OLD BUSINESS:

1. Approval of November 30, 2016 Minutes: Trustee Lisa Meehling motioned to approve the November 30, 2016 Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1): None.

C. **GENERAL CONCERNS:** None.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** Trustee Dean Pruett motioned to adjourn at 6:35 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.


Julie Polson
Office Manager

POSITION: City Engineer / Director of Public Works
CLASSIFICATION: Full-Time / Exempt
REPORTS TO: City Administrator
DIRECT REPORTS: Assistant City Engineer, Building Official

SUMMARY OF RESPONSIBILITIES

Manages and supervises the engineering and public works functions for the City, which includes supervision of the Building and Zoning Division. Oversees the management, operation, maintenance, and repair of the City's infrastructure consisting of water distribution, wastewater collection/treatment, streets, sidewalks, parks, public facilities, and other related infrastructure.

ESSENTIAL FUNCTIONS

- Oversees and directs the Public Works Department by working closely with the Assistant City Engineer to supervise, plan, organize, and schedule programs and activities in the department.
- Directs the maintenance and operation of the City's equipment and vehicles.
- Responsible for completing, directly or through consultants, design and engineering specifications required by the City.
- Assists in developing and maintaining the City's Capital Improvement Program; makes recommendations to the City Administrator and City Council on capital projects.
- Prepares grant applications for capital projects and performs grant administration duties.
- Oversees operations of the Building and Zoning Division; works closely with the Building Official to ensure compliance with the Subdivision Code and Zoning Code.
- Performs site plan reviews for subdivision and site development projects.
- Assists the City Administrator on special projects; provides technical assistance to Department Heads as required.
- Effectively communicates with federal and state regulatory agencies, consultants, developers, property owners, citizens, and City staff.
- Performs other duties as assigned by the Mayor or City Administrator

SKILLS, KNOWLEDGE, AND ABILITIES

- Comprehensive knowledge of public works practices and civil engineering principles.
- Ability to interpret and apply the City's codes.
- Ability to develop specifications and evaluate bids.
- Ability to reason and use sound judgment in a manner consistent with department policies.
- Ability to communicate clearly, concisely, and tactfully in oral and written form.
- Ability to assign, direct, and coordinate work of subordinate employees.
- Ability to prioritize multiple tasks and work independently and with others.
- Ability to maintain productive working relationships with City officials and co-workers

- Must possess strength and dexterity to operate basic office equipment and be proficient in Microsoft Office Suite (i.e. Word, Excel, Outlook).

PHYSICAL AND PSYCHOLOGICAL DEMANDS

Must be able to perform the essential functions of the position, with or without reasonable accommodation. This includes, by way of example only, the ability to stand, walk, and sit for extended periods of time, run, climb, lift, and bend, reach, drive a vehicle, communicate and interact effectively, work in environments that may include exposure to chemicals and/or smoke, handle stress, work independently, maintain regular and punctual attendance, remain awake and alert, work overtime and work varying shifts. Generally, be able to perform the essential functions, the individual must not have any substantial loss or deficiencies in visual acuity, peripheral vision, night vision, color differentiation, depth perception, hearing, speaking, breathing, thinking, concentrating, or mental stability that is not correctable.

EDUCATION AND EXPERIENCE

Bachelor's degree in engineering or closely related field. Minimum of seven (7) years increasingly responsible experience in public works in the public sector or in a field closely related to the public sector.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid Drivers License

Licensed Professional Engineer and registered with the State of Illinois