

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Mathew Trout  
Dean Pruett  
Elizabeth Niebruegge  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Tony Funderburg

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Stanley Donald

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

October 8, 2015

## NOTICE

### COMMITTEE AS A WHOLE MEETING VILLAGE OF FREEBURG

A Committee as a Whole Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, October 14, 2015, at 7:00 p.m.**

### COMMITTEE AS A WHOLE MEETING AGENDA

#### I. Items to be Reviewed

- A. Old Business
  - 1. Approval of September 8, 2015 Minutes
- B. New Business
  - 1. F.S.H. Contract
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Committee 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 position [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)]; or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)]; discussion of executive session minutes, 5 ILCS, 120/2 – (C)(21)



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Committee as a Whole Meeting  
Tuesday, September 8, 2015  
6:00 p.m.

The Committee as a Whole meeting was called to order at 6:00 p.m. on Tuesday, September 8, 2015 by Mayor Seth Speiser. Members present were Mayor Seth Speiser, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Elizabeth Niebruegge, Trustee Dean Pruett, Trustee Matt Trout, Public Works Director John Tolan (6:28 p.m.), Village Clerk Jerry Menard, Zoning Administrator Gary Henning, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Plan Commission members Steve Woodward, Bryan Vogel, Mary Krieg, Dale Klohr, Bill Schwartz, Vic Rose, Lee Smith, Jared Kanallakan from Moran Economic Development; and Frank Heiligenstein.

**A. Old Business:**

1. Approval of July 16, 2015 minutes: *Trustee Matt Trout motioned to approve the July 16, 2015 minutes and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.
2. Comprehensive Plan Update: Administrator Funderburg said he wanted this meeting for everyone to come together before we go out to the public hearing. This is a very important document, one that will last for 10-20 years, and wants this to reflect the Village of Freeburg. This was one of the first things Mayor Speiser asked for us to complete. Tony noted the Plan Commission did a lot of work on this already. The Plan Commission asked for tables and other information to be updated. This project, at most, will cost us \$16,000 because of all the hard work already done. Tony thinks we need to come up with a plan that is the best for the majority of the Village of Freeburg. In order to keep this moving forward, he would like to send this to the Plan Commission for their final review and recommendation. Tony reiterated this has to be a group effort, and affirmed the meeting tonight is not because we are trying to push the plan through, rather to obtain input from both the Plan Commission and Board of Trustees.

The changes from our last meeting have been incorporated into the draft document that was provided to everyone. Jared stated he is here to provide a quick overview and advised the utilities and goals and objectives sections have been updated. He confirmed our goal is to get the plan closer to completion, and said it is not final by any means. His job is to make sure everyone's input is heard. The graph on page 11 reflects an updated age distribution, and on page 34, descriptions for the categories have been added. Jared believes the numbers for the tables on pages 31-37 are point of sale and do not include internet sales. The table headings and table of contents will be updated.

Committee as a Whole Meeting  
Tuesday, September 8, 2015  
Page 1 of 3

Jared was able to talk with Robert Gibson regarding the undermining and incorporated that information into the plan. Bill Schwartz questioned the wording in the last paragraph on page 45, and wanted to know what buildings we are talking about. Jared said this language came from the original comprehensive plan. Both Trustee Niebruegge and Trustee Meehling said we are looking to make the document relevant now.

Updates have been made to the future land use map on page 53 and also the undermining maps on page 57. Information from the Illinois State Geological Survey Data was utilized. Dale Klohr would like to see big displays of the maps available for the public hearing.

The Infrastructure and Village Services Goals and Objectives, Land Use and Livability Goals were reviewed by Jared. Updates were made to these from meetings previously held with Public Works and Administration. After this, the Plan Commission will meet for final notes and revisions. After that is done, a motion to the board to set date and time for a public hearing will be done. Moran Economic Development will conduct the public hearing. After the hearing, an ordinance will be presented to adopt the final plan. Jared recommended that everyone should keep reviewing and looking at the plan for any changes necessary.

Steve Woodward asked if the objectives were ranked, and Jared said no. Dale said there a lot of work with goals and objectives and asked who is going to implement all of them? Jared explained it is more of a policy and you can choose to implement whichever ones you want. It is meant to serve as a guide. Trustee Trout said that is when you have to trust the people you elect to move forward with it. Tony said he sees the document as a tool to use that gives potential businesses the information they need. He will use this plan when he writes grants. The plan will highlight the vision of the village so we can be prepared when we need to attend Board of Appeals hearings for St. Clair County. We can use this as a guide to show how we want the land developed around the village.

In response to Dale's comment, Tony would like to prioritize projects, and come up with an action plan. He said some things may happen, some may never happen, but we have a guideline in place and can use the plan as a reference. Frank said when you look at the total document, you have a multitude of boards, commission, etc., and asked where are you going to find all the people to make up these boards, commissions, etc. Frank said to implement a lot of this in here, we need about \$35-\$50 million to do these things and get them done. Frank said anything referencing the TIF or public transportation should be deleted. Trustee Niebruegge said it's not only the village that should be responsible to obtain businesses, the Chamber and others need to step up. Tony said we need a strong community to back the businesses that come in. Elizabeth said that's why should leave the TIF in. The plan addresses the next 10-20 years, and a TIF may be a positive option.

Frank said with respect to promoting the village, we need to change the psychology of Freeburg residents by shopping in Freeburg and establishing a business here. Elizabeth said the Chamber needs to become strong and help promote businesses. She believes the comprehensive plan would give the committees and people direction. The last thing she would want to see in our comprehensive plan is something that it isn't possible.

Steve referenced page 43, and said we need to make a decision on replacing mobile homes. Steve said that needs to be a well communicated policy. Steve asked what infill housing is and Jared said that is any vacant lot in a residential area. Mayor Speiser said we need affordable housing for new families. Mixed use zoning designations was briefly discussed. The Plan Commission will continue to review the comprehensive plan at their next meeting on September 30<sup>th</sup> at 7:30 p.m.

**B. New Business:** None.

**C. General Concerns:** None.

**D. Public Participation:** See above.

**E. Adjourn:** *Trustee Matt Trout motioned to adjourn the meeting at 7:00 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager



## **F.S.H Contract**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Freeburg, Smithton and Hecker Water Commission, a municipal corporation, pursuant to the provisions of 65 ILCS 5/11-135-3, hereinafter referred to as F.H.S. and the Village of Freeburg, Illinois hereinafter referred to as the Village.

WHEREAS, F.S.H. has supplied the Village with treated water for 40 years, and

WHEREAS, F.S.H. will continue to provide the Village with potable water for domestic, commercial and industrial use.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. That F.S.H. agrees to supply potable water to the Village at a maximum volume rate equal to twice the Village's average daily demand based upon their usage from the previous year, delivered over a twenty-four (24) hour period; provided that the Village provides storage equal to its average daily demand, based upon the water use records for the previous year. A maximum volume rate equal to one and one-half (1 ½) times the Village's average daily demand computed as aforesaid; shall be provided over a twenty-four (24) hour period if such storage is not provided by the Village. The section to apply only when F.S.H.'s supply of water is inadequate to meet all demands

Section 2. Water shall be delivered by F.S.H. to the Village water distribution system at a point mutually agreed upon by F.S.H. and the Village; other connection points, from time to time, may be mutually agreed upon by the parties hereto.

Section 3. At the first connection point the first master meter, valves, controls and other necessary appurtenances shall be furnished and installed by F.S.H. at the expense of F.S.H. All subsequent master meter installations at all other connection points referred to in Section 2 shall be installed by F.S.H. at the expense of the Village. F.S.H. agrees to maintain said meters and to cause such repairs and/or adjustments as, from time to time, may be necessary and to be made promptly. Such repairs or adjustments shall be made at the expense of F.S.H. unless it can be shown that the necessity for such repairs or adjustments was caused by an improper act or negligence on the part of the Village. The Village agrees to accept F.S.H.'s estimates of quantities of water supplied during all periods in which the meters fail to measure correctly all water supplied to the Village, provided there is a reasonable basis for such estimates.

Section 4. F.S.H. agrees to read the master water meters monthly and to maintain an accurate record of all readings taken from said master meters and keep such records available at all times for inspection by the Village. The Village shall have the right to inspect all meters used in determining quantities of water supplied under this Agreement. If, upon testing as requested by the Village, said meters are found to be within two percent (2%) of being accurate, the Village shall bear the cost of such testing. If the meters are found to be inaccurate by more than two percent (2%), F.S.H. shall pay the cost of such testing.

Section 5. The Village agrees to pay F.S.H., from the revenue derived from the sale of water, for all water supplied by F.S.H. at the location or locations stated in Section 2 hereof, using the rate schedule that is adopted by F.S.H. Billings shall be made monthly and shall be based upon the water usage. These rates shall be reviewed from time to time at the request of either party. The said rates shall be adjusted if necessary in order to meet the requirements of and the covenants contained in any bonds that may be issued by F.S.H. to finance future construction costs of the system. During the period covered by this agreement, the Village shall not purchase water from any other supplier, nor shall it produce any of its water itself except as otherwise provided herein. The Village hereby agrees to voluntarily accept an injunction against violation of the conditions of this paragraph.

Section 6. Billing for water service shall be transmitted monthly by mail to the authorized agent designated by the Village, and shall be payable within thirty (30) days. There shall be an additional charge of ten percent (10%) of the amount of the bill if it is not paid on or before the expiration of said thirty (30) day period. All delinquent balances remaining unpaid for one (1) year or more shall be subject to an additional charge of six percent (6%) per annum until paid. In case the Village shall fail to pay to F.S.H. the bill rendered for any month within sixty (60) days after such bill is sent to the authorized agent designated by the Village, then, upon the giving of thirty (30) days' notice in writing to the Village, which notice shall be sent by Certified Mail to either the President or the Clerk of the Village, or to both, as F.S.H. shall determine, then F.S.H. shall be privileged to discontinue the water supply to the Village. The periods herein provided shall commence to run from the time that said certified letter or letters is or are deposited in the United States Mail at a Post Office used by F.S.H.

Section 7. It is understood and agreed that payments made by the Village to F.S.H., as provided herein, shall not be construed as vesting any right, title or interest in F.S.H.'s water supply system. Any improvements, enlargements, or extensions thereof which hereafter may be constructed or financed by F.S.H., shall be done or accomplished only after the three (3) participating Villages shall give their approval to make such improvements, enlargements, or extensions; and, that upon completion of any improvements, enlargements, or extensions, all rights, titles, or interests, shall be vested only in F.S.H.. This agreement shall not vest in F.S.H. any right to use or transmit water through the lines of the Village, without permission of the Village.

However, FSH shall be allowed to make connections to and purchase water from the Illinois American Water (or its successor) water distribution system to serve as emergency sources of water supply should there be an interruption in the supply of water from the SLM water system due to a failure of the SLM water system or the FSH water system, for any reason. Additionally, FSH shall be allowed to transmit water through the lines of the VILLAGE during emergency situations, and shall be allowed to transfer vested interest in such water lines and appurtenances as may be constructed to make the emergency water supply connections to the Illinois American Water, or the Village, if it is deemed by FSH and the participating Villages to be in the best interest of the FSH system.

Section 8. F.S.H. shall not be liable to the Village, nor to any of its citizens or inhabitants, because of any failure to provide a constant and ample supply of water resulting from causes not reasonably within the control of F.S.H., nor shall it be liable for any failure to

deliver or supply water resulting from acts of God, fire, flood, earthquake, tornado, or other casualty which caused serious damage to or destruction of the water supply system of either of the parties hereto or disruption of the same.

Section 9. This contract is subject to Title VI of the Civil Rights Act of 1964 (P.L.-88-352, approved July 2, 1964) and the rules and regulations (15 CFR, Subtitle A, Part 8 and 24 CFR, Subtitle A, Part 1) issued by the United States Department of Commerce.

Section 10. This Agreement shall be in effect for a period of forty (40) years from the date of final acceptance by F.S.H. The Village is hereby granted an option to renew this contract for a like period under the same terms and conditions as set forth herein, said option granted herein is for successive forty (40) year periods.

Section 11. F.S.H. shall establish such charges and rates for water supplied to the Village which will be sufficient at all times to pay the cost of operation and maintenance of F.S.H.'s distribution system, to provide an adequate depreciation fund therefore, to pay the principal and interest on any future bonds issued by F.S.H. .

Section 12. F.S.H. agrees to furnish water to the Village at a rate that is uniform to all of the municipalities they will be serving.

Section 13. F.S.H. agrees that the treated water being supplied to the Village under the terms of this Contract shall be delivered to them in bacterial quality, meeting the minimum Environmental Protection Agency standards or any standards set by any successor to the Environmental Protection Agency.

Section 14. The Village shall have the right to provide service to any customer within its corporate limits. F.S.H. shall only have the right to provide service to a customer within the corporate limits of the Village, if the Village has denied service to said customer. Any service connection made directly to the distribution system of F.S.H. shall be a customer of F.S.H. unless a mutually agreeable arrangement is made with the Village.

Section 15. The parties hereto agree that if F.S.H. is servicing a water customer, and the subsequent water customer's real estate property is annexed to a participating Village, then said water customer becomes a customer of the annexing Village.

Section 16. The water rate schedule adopted by F.S.H. that shall be put into operation governing of the sale of the water to customers other than those of the Village, shall be such water rate schedule, that shall have been agreed upon by the participating Villages before the schedule is put into effect.

Section 17. It is agreed between the parties that upon the water hookup being made between F.S.H. and the three participating Villages, that all the then existing customers of each Village, at he time of the hookup, shall remain the customers of the respective Village.

Section 18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 19. In the event any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision never had been contained herein.

IN WITNESS WHEREOF, THE FREEBURG, SMITHTON, HECKER WATER COMMISSION, by action of its Commissioners, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, has caused this Agreement to be signed and executed in quadruplicate by its Chairman, attested by its Clerk, and has caused the Corporate Seal of said COMMISSION to be affixed hereto and the Village of Freeburg by its action of its Board of Trustees, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, has caused this Agreement to be signed and executed in quadruplicate by its President, attested by its Clerk, and has caused the Corporate Seal of said Village to be hereto affixed.

FREEBURG, SMITHTON, HECKER,  
WATER COMMISSION

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF FREEBURG

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk