

REGULAR BOARD MEETING AGENDA – JULY 21, 2014 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. June 16, 2014 – Board Meeting Minutes – Unavailable
 - 4 – 2. July 7, 2014 – Board Meeting Minutes – Unavailable
5. Finance – None.
6. Treasurer’s Report
7. Attorney’s Report – Executive Session to Discuss Real Estate Transactions, 5 ILCS 120/2 – (C)(5)
8. ESDA Report
9. Public Participation
10. Reports and Correspondence – None.
 - 10 – 1. Zoning Administrator’s Report – **Exhibit A**
 - 10 – 2. Freeburg Boys Varsity Baseball Team Proclamation – **Exhibit B**
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids – None
14. Resolutions –
 - 14 – 1: Resolution #14-10: A Resolution for the Park District to Sponsor a Homecoming Parade – **Exhibit C**
15. Ordinances –
 - 15 – 1. Ordinance #1511: An Ordinance Authorizing the Sale of Surplus Transformers – **Exhibit D**
 - 15 – 2. Ordinance #1512: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement with TWM for Cloud GIS Implementation – **Exhibit E**
16. Old Business –
17. New Business –
18. Appointments – None.
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Additional Streets Committee Meeting Minutes – Wednesday, May 14, 2014 – **Exhibit F**
 - 19 – 2. Electric Committee Meeting – Wednesday, July 16, 2014 – 5:30 p.m. – **Exhibit G**
 - 19-2a. Recommend Sale of Surplus Transformers – see item #15-1 above
 - 19 – 3. Water/Sewer Committee Meeting – Wednesday, July 16, 2014 – 6:00 p.m. – **Exhibit H**
 - 19-3a. Recommend GIS Implementation – see item #15-2 above
 - 19-3b. Payment Service Network Proposal – **Exhibit I**
 - 19 – 4. Streets Committee Meeting – Wednesday, July 16, 2014 – 6:30 p.m. – **Exhibit J**
 - 19-4a. Recommend 2.5% raise for pool staff retroactive to beginning of 2014 season
 - 19-4b. Recommend Resolution for Homecoming Parade – see item #14-1 above
 - 19-4c. Recommend Purchase of Amish Designers’ Gazebo – **Exhibit K**
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, July 30, 2014 – 5:00 p.m.
 - 20 – 2. Finance Committee Meeting – Wednesday, July 30, 2014 – 5:30 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, July 30, 2014 – 6:00 p.m.
 - 20 – 4. Board Meeting – Monday, August 4, 2014 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

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

VILLAGE BOARD MEETING
ZONING REPORT
JULY 21, 2014

Gary Henning Zoning Administrator

I have been writing a weekly zoning article for the Freeburg Tribune. Last week's article was on "Zoning Districts". This week's article is about the "Annual Freeburg Homecoming".

8--Courtesy calls concerning high grass in July.

5--Occupancy Permits issued in July

13--Building Permits issued in July:

- 1--New Home
- 1--New Sign (O'Reilly)
- 1--Concrete Patio
- 1--Concrete Driveway
- 2--Electrical Upgrades
- 2--Detached Garages
- 2--Accessory Buildings
- 3--Fences

Nuisances Corrected in July: 3

Nuisance Complaints with action to be taken:

1. Received some complaints about old G&S Foundry. It has been vacant since 1998. It is for sale-on hold at present due to owner's legal lawsuit.
2. Talked with owner about complaint on his rental property located at 107 S. Pitts--he is working on correcting the mess left by renters who skipped out without paying for over a year. Checked out property July 17th and he is making steady progress on cleanup.
3. 11 S. Richland St. In foreclosure--Safeguard Properties--Talked with Justin Williams of Safeguard and they cannot take over the home until occupant has completely moved out. It has been cut by Josh Huschle (Contracted lawn service by Village). Back yard has been mowed and trash removed--thanks to Josh Huschle. Also truck that

was parked beside the road for over 6 months.
Has been removed.

New Businesses Working:

O'REILLY AUTO PARTS— Final Bids were due July 15th and like to get project going by August 4th—Keith Kolgo District Manager out of Edwardsville will call me back with date for ground-breaking ceremony sometime this week.

POSSIBLE AUTO REPAIR AND PAINT SHOP: Contact concerning purchase of Pickers and converting into an auto repair-paint facility. Plans to redo complete front of building with 6 glass doors and 6 bays for work—all be quipped with state-of-art equipment—Jerry Kessler who runs and owns Kessler's Auto Body in St. Libory. Presently in negotiations for various properties located within the Village.

Proclamation

Village of Freeburg

By Mayor Seth Speiser

WHEREAS, The Freeburg High School Varsity Boys Baseball team is led by Head Coach Drew Gericke and Assistant Coaches Dean Brueggemann, Jeremy Schmittling, Justin Wondolowski and Rob Blumberg; and

WHEREAS, The Freeburg High School Varsity Boys Baseball team consists of Seniors: Kile Bailey, Dylan Demond, Aaron Fritz, Brandon Fritz, Jack Hogan, Jake Homann, Milton Pinkston, Chris Smith and Nick Yung; Juniors: Mitch Hummert, Nolan Maue, Derricke Rozycke, Cody Siebenberger, and Luke Yaekel; Sophomores: Keegan Baxmeyer, Ty Dill, and Michael Smith, and Freshmen: John Hilpert; and

WHEREAS, The Freeburg High School Varsity Boys Baseball team also includes Student Manager: Shelby Robertson; and Trainer: Brett Kisro; and

WHEREAS, The Freeburg High School Varsity Boys Baseball team finished with a 3rd place finish at Class 2A State Tournament ending their outstanding 30-win season.

NOW, THEREFORE, I, Seth Speiser, Mayor of the Village of Freeburg, Illinois do hereby proclaim July 21st, 2014 as

**“FREEBURG HIGH SCHOOL
VARSITY BOYS BASEBALL TEAM DAY”**

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

APPROVED this 21st day of July, 2014.

Village President

ATTEST:

Village Clerk

RESOLUTION NO. 14-10**A RESOLUTION FOR THE FREEBURG PARK DISTRICT
TO SPONSOR A HOMECOMING PARADE IN THE
VILLAGE OF FREEBURG**

WHEREAS, the Freeburg Park District is sponsoring a Homecoming Parade in the Village of Freeburg, which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 15 (State Street), a State Highway in the Village of Freeburg from Market Place to Hill Street

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Freeburg that permission to close off State Street from Market Place to Hill Street, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 5:30 p.m. to 7:30 p.m. on Saturday, August 16, 2014.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of the Freeburg Homecoming Parade.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows:

North Main Street, From State Street South to High Street, West on High Street to Railroad Street, South on Railroad Street to Apple Street, East on Apple Street to Belleville, South on Belleville to Lincoln Court, East on Lincoln Court back to State Street.

BE IT FURTHER RESOLVED, that the Village of Freeburg assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the Village of Freeburg, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the Village of Freeburg prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the Village of Freeburg as may be approved by the Illinois Department of Transportation. These items shall be provided by the Village of Freeburg.

RESOLUTION NO. 14-10 cont.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions above.

BE IT FURTHER RESOLVED, the Village of Freeburg hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, the Village of Freeburg shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, this 21st day of July, 2014.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote Recorded By:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 21st day of July, 2014.

ATTEST:

Jerry Lynn Menard, Village Clerk

Seth Speiser, Village President

ORDINANCE NO. 1511**AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY
TO BE SURPLUS PROPERTY AND AUTHORIZING
THE SALE OR DISPOSITION THEREOF
(TRANSFORMERS)**

WHEREAS, the Village owns certain personal property which it can no longer effectively use, or which is no longer needed.

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

SECTION 1. The following described transformers are hereby declared to be surplus property:

- A. Pole mount – 5KVA Wagner Transformer; Serial #K6H7350;
- B. Pole mount – 10KVA Westinghouse; Serial #62H9436;
- C. Pole mount – 15KVA Delta Star; Serial #E686455;
- D. Pole mount – 15KVA General Electric; Serial #8408709;
- E. Pole mount – 15KVA Kuhlman; Serial #1-47969;
- F. Pole mount – 25KVA Line Material; Serial #150F806;
- G. Pole mount – 100 KVA Delta Y; Serial #82Y69323;
- H. Pole mount – 167 KVA Line Material Co.; Serial #16844412;
- I. Pole mount – 167 KVA Line Material Co.; Serial #16844416;
- J. Pole mount – 167 KVA Line Material Co.; Serial #16844415;
- K. Pole mount – 167 KVA General Electric; Serial #C177508;
- L. Pole mount – 250 KVA General Electric; Serial #H336044P73A
- M. Pole mount – 250 KVA General Electric; Serial #H336043P73A;
- N. Pole mount – 250 KVA General Electric; Serial #H330652P73A;
- O. Pole mount – 333KVA Solomon Corp.; Serial #D5212;
- P. Pole mount – 333KVA Solomon Corp.; Serial #D5213;
- Q. Pole mount – 333KVA Solomon Corp.; Serial #D5214;
- R. Pole mount – 371/2 KVA Distribution; Serial #683017139;
- S. Pole mount – 500KVA Delta Star; Serial #P190060;
- T. Pole mount – 500 KVA Delta Star; Serial #P190061;
- U. Pole mount – 500 KVA Delta Star; Serial #P190062;
- V. Pad mount – 25KVA T&R Electric; Serial #84356.

SECTION 2. The Village Clerk is authorized to advertise for bids on the sale of the foregoing transformers.

PASSED THIS 21st DAY OF July, 2014, BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, AND DEPOSITIED AND FILED IN THE OFFICE OF THE VILLAGE CLERK IN SAID VILLAGE ON THAT DATE.

AYE _____ NAY _____
ABSENT _____ ABSENT _____

Vote Recorded By: _____
Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 21st day of July, 2014.

Seth E. Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form: _____
Village Attorney

ORDINANCE NO. 1512

**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 AND TWM
FOR CLOUD GIS IMPLEMENTATION**

WHEREAS, Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has offered to provide GIS Mapping and Database Implementation for the Village of Freeburg, and;

WHEREAS, the Village of Freeburg wishes to avail itself of the GIS Mapping and Database services offered by TWM Inc., including a geodatabase which will contain the Village of Freeburg’s basemap and GIS data; 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 with TWM Inc. for GIS Mapping and Database 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 GIS Mapping and Database Services offered by TWM Inc. at a cost of \$5,000 per year for 5 years.

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 21st day of July, 2014.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard
Village Clerk

Approved this 21st day of July, 2014.

VILLAGE OF FREEBURG, ILLINOIS

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney



Contract Agreement for Professional Services – Cloud GIS Implementation



Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, **TWM Inc.**, and you, **The Village of Freeburg**, as the **CLIENT**. When you see the words "us", "we", and "our" they mean **TWM Inc.** When you see the words "you" or "your", they refer to you as the **CLIENT**. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, **GIS Services**, which we will refer to as simply the "**project**". As you have described it to us, this project involves providing GIS consulting and development services.

SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this contract and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

GIS Mapping and Database Implementation

We will create and maintain a geodatabase of the Village of Freeburg's GIS data and here and after will be referred to as **GIS Data**. This data will be derived from existing plans, maps or additional sources that depict the location of the GIS Data.

1. Initial setup of GIS data will be referenced to Illinois State Plane Coordinate System; West Zone.
2. A geodatabase will be created and contain a basemap and GIS data.
3. Necessary feature classes (layers) and associated attribute data fields, dictated by the Village, will be established within each dataset.
4. Domain definitions will be created and linked to necessary feature layers to ensure data accuracy and completeness.
5. Attachment tables will be enabled on designated feature classes.
6. Imagery will be prepared and processed for the database.
7. Maintenance and indexing will be conducted to ensure accurate data representation.
8. 8 hours of training will be conducted to personnel charged with accessing or updating GIS data.

Deliverables

On-line Interactive Database

We will provide access to Freeburg's GIS data by use of cloud storage technologies. Data will include all layers of Freeburg's GIS datasets with corresponding attribute tables, feature symbology, imagery and domains. With cloud technologies, Freeburg personnel will be able to access, alter, download, update, analyze, print, navigate, and query GIS data from internet browsers and mobile devices (rental's available). Data will be stored within cloud storage throughout the contractual period. There are no limits pertaining to the number of updates that can occur.

Note: The Village of Freeburg will OWN their GIS data. TWM will not withhold access or rights to Freeburg's geodatabase and will transfer copies of the database to whomever department officials deem necessary. TWM did not include any costs associated with locating utilities, however this service can be provided at our hourly rates.

FEES - BASIC SCOPE OF SERVICES

We agree to provide the **Basic Scope of Services** listed above in exchange for your payment of the following fees:

- Contract Fee/Period; **\$6,000.00 per year for 3 years (\$18,000.00)**
- Contract Fee/Period; **\$5,000.00 per year for 5 years (\$25,000.00)**



- A. **Reimbursable/Rental Costs** - You also agree to reimburse us for outside services, such as i-pad rental (\$25/day), handheld GPS rental (\$75/day), delivery services, express mail, or the printing and production of plan documents, at our actual cost.

BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. For the **GIS Mapping and Database Implementation**, we will bill you monthly for a percentage of the annual lump sum fee based upon our estimate of the percentage of services we have provided to date.
- B. For any fees for **Reimbursable/Rental Costs**, we will bill you on a monthly basis for actual costs plus any markup.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you can not retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

INFORMATION WE NEED FROM YOU

Any existing plans, maps or additional sources that depict the location of the GIS Data.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
4. Designing any irrigation system.
5. Designing any site lighting plan.
6. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.
7. Verifying that the work of any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project



Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability /Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

SPECIFIC TERMS AND CONDITIONS

This contract is based upon the following specific terms and conditions:

1. When we submit any mapping data or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
2. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
3. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
4. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
5. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.



ATTACHMENTS

The following are attached to this contract and are hereby incorporated into the contract and made part of it by this reference.

ATTACHMENT I: GENERAL TERMS AND CONDITIONS.

ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

The Village of Freeburg, ILLINOIS

THOUVENOT, WADE & MOERCHEN, INC.

Client Authorized Representative
Title

 6/3/14
Derek W. Twente, P.L.S., E.I.
Survey Manager

Address for giving notices:
14 Southgate Center
Freeburg, IL 62243
Tel. No. (618) 539-5545
Fax No. (618) 539-5590

Address for giving notices:
4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. (618) 624-4488
Fax No. (618) 624-6688
E-Mail: corp@twm-inc.com

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS**

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to **TWM INC.**, as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the **CLIENT**, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we can not agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

CONFIDENTIALITY. If any data or information furnished to us by you is marked **CONFIDENTIAL**, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any subconsultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

CONTINGENCY. You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and/or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$25,000.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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

EXHIBIT F

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

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, May 14, 2014 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:32 p.m. on Wednesday, May 14, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Matt Trout, Trustee Mike Blaies, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Joe Courtney, David Wiskamp and Janet Baechle.

STREETS:

B. NEW BUSINESS: The following minutes are to be included with the May 14, 2014 set of minutes previously presented and address the following topic only:

1. Review of Code Book, Chapter 33: The committee reviewed this chapter of the proposed code.

- 33-2-3.1 Open Doors: Trustee Nieburegge questioned the purpose of this section. Steve used the example of where Skooters is now located, stating one of the previous restaurant/bars opened their back door and the music blared out the back. The wording of this section is weird.
- 33-2-4 Repairing Sidewalks, Etc.: Wording should be revised to eliminate Alley from "Street or Alley Committee." Public Works Director John Tolan questioned the first sentence where it states we would give a written or verbal order to the homeowner to repair the sidewalk. John said we have agreed the Village owns the sidewalks. We need to review the sections where sidewalks are referenced.
- 33-2-5 Closing Street: After discussion, this section will stand as is.
- 33-2-8 Vehicles and Skateboards on Sidewalks: This would include motorized scooters. We do allow push scooters and bicycles on sidewalks.
- 33-2-10 Obstructing Street: John thought it was interesting you couldn't blow grass clippings on the street. The committee discussed this and decided to keep the language in regarding this in case it would be needed in the future.
- 33-2-12 Rainwater Drains: John liked the idea of a permit being required to discharge sump pumps to storm drains. John said we currently do not do this and we need to enforce it. He also liked the paragraph about being unlawful to discharge storm water onto a sidewalk.
- 33-2-20 Burning on Public Streets: Change wording to state nothing can be burned in the streets.

Street Committee Meeting Minutes
Wednesday, May 14, 2014

Page 1 of 2

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



Article III – Trees and Shrubs:

33-3-7 Dangerous Trees: John liked the language which gives us the ability to trim tree limbs that hang over sidewalks or other public places. Add language to state the Village will notify the homeowner prior to any trimming and that it will be done at their expense.

Article IV – Construction of Utility Facilities in the Rights-of-Way: Julie advised this section is currently in our code book. It should not state, “proposed.” Tony advised Attorney Manion said this is one of the best policies that he has seen on this topic. Julie also commented that Frank took out the “Severability clause,” which is #55.24 in our current code. We need to see why that was left out of the proposed code.

33-4-2 Definitions: On page 33-11, change Superintendent of Public Works to Director of Public Works.

33-4-3 Annual Registration Required: Steve asked if we are doing this and John believes this is a good idea. That way we have current information on file.

33-4-16 Construction Methods and Materials: Steve brought up (C)3 hazardous materials and asked how that is handled. John said after that one incident with the trash truck on W. Apple, he found out that each firm has their own spill containment procedures to follow.

Please change all references of Superintendent of Public Works to Public Works Director.

33-4-16 Construction Methods(A)(3) Backfilling: John pointed out the three-year time period a utility will be responsible to remove and restore any backfilled area. No change to that time period was made.

33-5-1 Sidewalks: John brought up the language stating the owner shall pay one-half of the sidewalk construction and also curb and gutter construction. John said we need to decide if the sidewalks belong to the Village. Mayor Speiser said if the sidewalk is on the owner’s property that is another story. Seth also said if the homeowner wants a sidewalk and the sidewalk is not in a dangerous state, the homeowner should pay for half of it. No changes to wording.

Article X – Moving Buildings

33-10-7 Liability Insurance: Check with insurance company to see if these limits are sufficient.

33-10-10 Inspection Fee and Permit Fee: A \$100 inspection fee was suggested but no clear decision by the committee.

33-10-14 Notice required: Elizabeth questioned the time limit and Tony clarified the notice given to the Village can’t be more than 72 hours prior to the building being moved. The committee agreed with the two-days advance notice, but not the end cap notice.



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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
Wednesday, July 16, 2014 at 5:30 p.m.

EXHIBIT G

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

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, July 11, 2014 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Dean Pruett, Trustee Matt Trout, Trustee Ray Matchett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Jane Kramper and Janet Baechle.

A. OLD BUSINES

1. Approval of June 11, 2014 Minutes: Trustee Steve Smith motioned to approve the June 11, 2014 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.
2. Wiegmann's project: Shane said the project is complete. He provided before and after pictures of the project. Everyone is happy with the work done. Item can be taken off the agenda. Trustee Trout asked about the issues at St. Joe's and Shane advised he is aware of them and is working to resolve them.
3. Rate Study: Tony said we can't do anything on this until the audit is completed.
4. Surplus Equipment: Shane has a list of 22 transformers he would like to surplus. He has 1 pad mount and the rest are pole mounted transformers. Some of the transformers from Wiegmanns are so large, we will never use them. We will compile a list of the other equipment we want to get rid of and do that through the state bidding process.

Trustee Elizabeth Niebruegge motioned to recommend to the full Board to surplus 22 transformers and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

5. Net Metering and Geothermal Program: Shane advised the net meter has been purchased and installed at Mr. Wood's home. Tony advised we still need a policy in place for these programs to protect the Village and the residents. We need to get our code up to date. Trustee Niebruegge said she would like to review other codes and would like to see IMEA's opinion as well. Copies of other codes were provided at an earlier committee meeting. Julie will get copies of those to everyone again.

6. Shed: Shane has nothing new to report.

7. Charter Pole Agreement: Tony said the Charter agreement is going slowly right now. With respect to the AT&T agreement, it is being finalized and we will be receiving a map of their poles shortly. John advised Clark is in the process of tagging our poles. It will take some time, but it is something that needs to be done.

B. NEW BUSINESS: Tony received a request from Sam Ramadan, owner of the BP gas station. Sam is in the process of having the tanks removed from the gas station at a cost of \$150,000. He will have the area completely cleaned up. He is asking for any help with his electric bill which is approximately \$2,000. The committee advised Tony to offer Sam a payment plan. Shane was asked by the Park District to help with a rotted pole. They want us to take care of it. Shane asked for suggestions because there will be more poles that will need to be taken care of. The committee agreed to set the pole and have the park district pay for all materials and half the labor. We will not charge for any equipment time.

John advised IMEA's annual visit will be tomorrow around 2:30 p.m.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Elizabeth Niebruegge motioned to adjourn at 6:06 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Matchett/Blaies)
Wednesday, July 16, 2014 at 6:00 p.m.

EXHIBIT H

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

The Public Works Committee Meeting was called to order at 6:08 p.m. on Wednesday, July 16, 2014, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett, Trustee Mike Blaies, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Steve Smith, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Jane Kramper, Debbie Pierce, Ruth Ponder of PSN, Stan Koerber (6:23 p.m.) and Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 11, 2014 minutes: Trustee Ray Matchett motioned to approve the June 11, 2014 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Ray Matchett motioned to amend the agenda in order to hear Ruth Ponder of Payment Service Network and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Ruth Ponder was present to answer any questions about PSN's online payment system. This program gives our residents the opportunity to register with this program and pay their bills online. The resident would be able to pay their bill by credit, debit or by echeck. If a credit or debit card is used, there is a 2.75% fee charged to the resident. If they pay by echeck or esavings, there is a \$1.00 fee charged. PSN would charge us a one-time service implementation fee of \$149 and a custom web design fee of \$200, a monthly ebill fee of \$49.95 and a yearly security fee of \$89. The set up process takes about 4 – 5 weeks. PSN would provide webinar training sessions for our staff.

2. Sewer project: Mayor Speiser advised Fred has the paperwork. We should be receiving it any day.
3. Sewer issues: John said the Fischer project is complete. Eitzenhefer's bill totaled \$4023 of which TWM is going to pay \$1500. The dirt work still needs to be done after it has had a chance to settle. The committee agreed that is Mr. Fischer's responsibility.
4. Water main extension along Rentchler Road: We have not heard anything new.
5. Countryside Lane annexations: Tony advised we have 4 out of the 7 people that are going to annex. We will start working on those annexations. He said we would

really like to see a water line run down Countryside Lane. He believes the other 3 residents may annex in once there is water out there.

6. Wiegmann's and NPDES permit: John said he is still having Wiegmann's test for a couple more months. He has asked them to look into the high readings.
7. Time limit on tap on fees purchased but not used: Nothing new.
8. GIS Implementation: Tony checked with some other companies that offer GIS programs. IRWA charges \$6 per fixture which could get very expensive. TWM's program is based on their server and we do the work. One option would be a five-year contract at a cost of \$5,000 per year, or you can do a three-year contract for \$6,000 per year. There was a question about how accurate the reading from the lpad would be when using the service. This will be placed on the board agenda for Monday night, and Tony will get answers about the reading accuracy prior to the meeting.
9. Payment Service Network Service: See above.

John advised we received a bill from Alpha Sewer for Brandon Weber's backup. Our line was clogged and we should pay that bill. The committee agreed with this. John said we received a bill from Electrico in the amount of \$9095 for the water break on Belleville and W. Apple. John believes the County should pay half of that bill. He said that Dale Recker is also trying to get the County's help with that bill.

B. NEW BUSINESS:

1. Sewer Backups – Sunset Dr. Apts.: John received a call from Gary Schaefer that the basement apartments backed up last Monday. John said Gary told him he received a call about 7:00 p.m. Sunday night that the toilets were gurgling, and then received another call about 10:00 p.m. John said by Monday morning, the basement apartment had a couple inches of backup in them. John said the sewer machine hit a blockage in our line around Walnut and W. High. John told Gary that he should have been notified right away. He also told him to submit a claim to his insurance company. The committee discussed whether he should be responsible for part of the claim because he did not address the problem in a timely manner. We will submit it to our insurance company once we receive notice from Mr. Schaefer's company.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn at 6:47 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*


Julie Polson,
Office Manager



SERVICE & COST PROPOSAL FOR FREEBURG, IL

Submitted on: July 16, 2014

Submitted by:

Ruth Ponder

National Account Representative

608.442.5058 DIRECT

rponder@PaymentServiceNetwork.com

Payment Service Network, Inc. (PSN) provides a wide range of eServices for payment processing, billing and customer communication. After discussing your needs, I have prepared the following proposal of services. After reviewing the information, please let me know if there is any additional information you require. The staff at PSN looks forward to providing you and your customers with personalized service.

SERVICES A LA CARTE

You are able to select whichever services are best for you and your customers. For PSN, it is simply a "flick of the switch" to activate services. We give you choices as to which payment methods you want to offer customers, which payment channels you will open to them and who pays what fees. This proposal quotes costs for the services that are checked below. If you would like quotes on any additional services, please let me know.

- ✓ Online and mobile (smart phones and tablets) payments
- ✓ Automated and/or operator-assisted payments
- ✓ Bank Bill Pay eSolution
 - Auto-Post Check Scanning (Check 21)
- ✓ Credit Card Integrated Swipe
 - Customized mobile app
- ✓ Customized website
 - Outbound Auto-Call messaging
- ✓ eBills (online billing)
- ✓ Data Sharing (either hands-free or One-Touch integration)



Simplifying Your Business Day

OPTION 1: CITY OF FREEBURG PAYS TRANSACTION FEES

If you really want to reduce staff work related to processing payments, this option is perfect—and your customers will really appreciate the convenience and flexibility. Statistics clearly show that more people will pay online if they don't have to pay a convenience fee and that directly results in lower administrative costs and higher accuracy.

Service Implementation Fee..... \$149.00 (*One-time fee*)
 The implementation fee includes implementation team; web service setup; standard mobile app setup; automated phone service setup; other solution setup (i.e. Bank Bill Pay eSolution); marketing templates creation; submission of merchant account application(s); links for your website.

Custom Web Design (Optional).....\$200.00 (*One-time fee*)
 PSN will customize the payment pages for your customers to include a banner provided by you.

System & Account Management Fee for Utility (with eBill).....\$49.95 (*Monthly fee*)
OR (without eBill).....\$12.95 (*Monthly fee*)

To cover ongoing account maintenance, system upgrades and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required. The fee also covers the creation, posting, 24-month archiving and maintenance of your bills on the PSN system. Utility Customers can choose to opt out of paper bills saving Village money on postage and printing.

Security Compliance Fee..... \$89.00 (*Annual fee*)
 To cover costs associated with maintaining our Level 1 PCI security certification, PSN charges an annual fee—due around December 1.

PSN FEES PAID BY VILLAGE:

PSN Transaction Fees*

Online/mobile50¢ per transaction
IVR Automated Phone75¢ per transaction
Live PSN Representative Phone\$1.50 per transaction

*Plus Credit Card and Merchant Fees will be billed to the Village. If you pay the credit card fees for your customers, PSN is able to qualify your city for special "utility" rates as shown below. The fees are billed directly to you by the merchant provider. PSN does not bill these fees. There are three fees charged by the merchant provider: Interchange, Discount Rate and Authorization Fee. *The sum of all three will be the fee charged to you.*

1. As a utility company, PSN can qualify you for the Utility Rate Program offered by VISA, MasterCard and Discover, if you agree to pay all transaction fees associated with the payment and you agree to allow payers to set up Auto-Pay (recurring payments). Utility interchange rates range from \$0.45 to \$1.50. Most transactions will settle at \$0.75. Most Debit Cards are regulated at 0.05% plus 22¢. Some business or corporate cards do not qualify for the Utility Rate Program and are charged regular government Interchange rates.
2. Discount rate (a term used by merchant providers) is an added cost. It is a percent of the transaction. For example: \$100.00 payment x 0.5% discount fee = 50¢
3. Authorization fee is a \$0.10 flat fee per transaction.

Sample: \$100.00 Credit Card Payment = \$1.35 in Credit Card Fees plus the PSN fee listed above.

NOTE: *Village may choose to charge the customer a convenience fee per transaction to help offset the cost of credit card and merchant fees, however, as soon as the Village charges any fee to payer, the Village no longer qualifies for the Utility Rate program through VISA, MasterCard and Discover, and regular government interchange rates apply.*

OPTION 2: CUSTOMER PAYS CREDIT CARD FEES AND CITY PAYS eCHECK FEES

As our most popular option, this pricing encourages more customers to participate in your ePayment services while keeping your costs so low that your ROI is nearly immediate. Plus, you are giving your customers the option to pay by credit card without having to pay those higher transaction fees.

Service Implementation Fee..... \$149.00 (*One-time fee*)

The implementation fee includes implementation team; web service setup; standard mobile app setup; automated phone service setup; other solution setup (i.e. Bank Bill Pay eSolution); marketing templates creation; submission of merchant account application(s); links for your website.

Custom Web Design (Optional).....\$200.00 (*One-time fee*)

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Security Compliance Fee.....\$89.00 (*Annual fee*)

To cover costs associated with maintaining our Level 1 PCI security certification, PSN charges an annual fee—due around December 1.

PSN FEES PAID BY VILLAGE:

Online/mobile eCheck or eSavings Payments.....50¢ per transaction

IVR Automated Phone eCheck or eSavings Payments.....75¢ per transaction

Live PSN Representative Phone eCheck or eSavings Payments.....\$1.50 per transaction

FEES PAID BY YOUR CUSTOMERS: The following fees apply to all channels (online, mobile, automated phone, live operator). YOU WILL NOT PAY ANY FEES TO CREDIT CARD COMPANIES; PSN IS RESPONSIBLE FOR PAYING CREDIT CARD FEES.

Credit and Debit Card Payments2.75%* per transaction

(*2.75% plus 50¢ for payments less than \$100.00)

There is a fee of \$15 for credit card disputes payable by you.

There is a \$35 fee for NSF checks payable by your customer.

OPTION 3: CUSTOMERS PAY ALL TRANSACTION FEES

While we understand the fiscal pressures you are under, this option will result in the fewest customer ePayments. Therefore, you may not realize the administrative savings that you would from absorbing some or all fees. However, some of your customers will appreciate the convenience and be willing to pay the fees.

Service Implementation Fee..... \$149.00 (*One-time fee*)

The implementation fee includes implementation team; web service setup; standard mobile app setup; automated phone service setup; other solution setup (i.e. Bank Bill Pay eSolution); marketing templates creation; submission of merchant account application(s); links for your website.

Custom Web Design (Optional).....\$200.00 (*One-time fee*)

PSN will customize the payment pages for your customers to include a banner provided by you.

System & Account Management Fee for Utility (with eBill).....\$49.95 (*Monthly fee*)

OR (without eBill).....\$12.95 (*Monthly fee*)

To cover ongoing account maintenance, system upgrades and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required. The fee also covers the creation, posting, 24-month archiving and maintenance of your bills on the PSN system. Utility Customers can choose to opt out of paper bills saving City money on postage and printing.

Security Compliance Fee.....\$89.00 (*Annual fee*)

To cover costs associated with maintaining our Level 1 PCI security certification, PSN charges an annual fee—due around December 1.

FEES PAID BY YOUR CUSTOMERS: The following fees apply to all channels (online, mobile, automated phone, live operator). YOU WILL NOT PAY ANY FEES TO CREDIT CARD COMPANIES; PSN IS RESPONSIBLE FOR PAYING CREDIT CARD FEES.

eChecks and eSavings.....\$1.00 *per transaction*

Credit & Debit Cards.....2.75%* *per transaction*
(*2.75% plus 50¢ for payments less than \$100.00)

There is a fee of \$15 for credit card disputes payable by you.

There is a \$35 fee for NSF checks payable by your customer.

ADDITIONAL SERVICES PRICING

PSN provides many services in addition to the ones I quoted to help you reduce costs. Following are some of those services and the associated cost. If you need additional pricing on other services, please let me know.

- Bank Bill Pay eSolution-PSN will electronically capture your customer's bank bill pay items, deposit the funds into the City's bank account, and electronically post the payments into LOCIS billing software. Per item fee: 50¢
- Integrated Credit Card Swipe Terminal- Verifone vx570 DC New: \$365.00 each (plus \$4.95 per month maintenance). PSN will order the swipe terminal and program it so the swiped credit card utility payments are electronically posted through the PSN payment engine and into LOCIS billing software. PSN and Credit card transaction fees apply.

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
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Steve Smith
Mike Blaies
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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, July 16, 2014 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:48 p.m. on Wednesday, July 16, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser (left at 6:53p.m.), Village Clerk Jerry Menard (left at 7:25 p.m.), Trustee Matt Trout (left at 7:01 p.m.), Trustee Mike Blaies, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Stan Koerber and Janet Baechle.

Trustee Dean Pruett motioned to amend the agenda in order to hear Public Participation first and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

Stan Koerber was present to request, "No Parking," signs be placed all along East Apple until the parade is over. He also the intersection on E. Apple needs some work. It is the major road for people traveling to the park. He further said that park is a main source of income for the Village of Freeburg. He suggested looking into grant money for that. He said Cemetery Road is getting really bad due to the semis that use that road and asked if there is a weight limit on that road. He thanked John and the guys for the work done in the alley. Administrator Funderburg advised Stan he continually looks for grants. Since Apple Street is a collector street, there are grants out there but it is a 75/25% matching funds grant. Our budget does not have anything in it to match 25% of a grant. We will look at this for a future project. We will ask Chief Donald to place more, "No parking," signs during Homecoming. Janet Baechle noted the sidewalk on E. Apple is not ADA compliant.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(1):

Trustee Dean Pruett motioned to recommend to the full Board all pool staff receive a 2.5% raise retroactive to the beginning of the 2014 pool season and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS: Public Works Director John Tolan advised the committee that lifeguard Christopher Alt saved a drowning child. The committee would like the Board to recognize Chris' efforts. John advised he is going to super shock the pool Sunday night.

STREETS: A. OLD BUSINESS:

1. Approval of June 11, 2014 Minutes: *Trustee Steve Smith motioned to approve the June 11, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*
2. Safe Routes to School: Tony advised we received notice from IDOT that Stutz's bid has been rejected. The project is back out for bid. If this one gets rejected, we can make changes to the project.
3. MFT/Ditch on N. Main: John said the shoulder is rocked and the area is seeded on N. Main.
4. Drainage Problem Areas/Southgate Drive/Huelsman: John said the Hueslman project will be a culvert replacement. We are going to meet with John Harryman on it.
5. Shady Lane Dispute: There is nothing new. Kurtz was the low bid to take the trees in the Cemetery down.
6. Cemetery Road: John said Dale Recker is trying to help on this issue.
7. Wiskamps request to mow vacant properties at Industrial Park: Item can be taken off the agenda.
8. Resident request to address problems on Mary An Court/Kristie Lynn: John said we patched a few sewer trenches that had sunk in that area. The group from SIUE is going to keep track of this continuously.
9. Village Hall Carpet/Cleaning: Tony has not had time to get any other bids.
10. Sidewalk replacement along W. Apple: Hanks was doing this project in conjunction with the County. Tony said the GIS program would be able to map all the sidewalks and we could prioritize the ones that need to be fixed. Item can be taken off the agenda.
11. Smith's request to maintain alley: John talked to Mr. Smith and advised it is our alley. He may replace or overlay part of it. Item can be taken off the agenda.
12. Grant for Gazebo: Tony provided pictures of two gazebos. The gazebo will be shipped here and Tony is going to talk to the Carpenter's Local Union to see if they will put it together. The committee agreed on the gazebo from Amish Designers. Tony would like to get it completed prior to Veteran's Day.

Trustee Steve Smith motioned to recommend to the full Board we purchase Amish Designers' gazebo not to exceed \$21,000 and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Jerry asked about the sidewalk by Tequila's and John advised it was the water meter lid. The guys worked on it and asked to let him know if there are any more problems. John has received more complaints about the lawn mowing firm. He has talked to them and we will have to make a decision if the problems persist. John would like to have Jerry Williams give us a price to replace our metal Welcome to Freeburg signs until we decide which direction we are going with them.

B. NEW BUSINESS:

1. IDOT's Audit of Expenditures: Provided for informational purposes.
2. Homecoming Parade Resolution: *Trustee Dean Pruett motioned to recommend to the full Board the Homecoming Parade Resolution for approval and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*
3. Grant opportunities: Tony gave an update on all of the possible grants that he is working on:
 - Storm shelter/pavilion for the pool staff/guests in case of bad weather.
 - Sidewalk grant but we would need to cross the railroad and need their approval prior to obtaining a grant. We are currently working on a railroad grant for police cars so we are hoping to get help on the sidewalk one as well.
 - Collector streets have a 75/25% matching grant. The project would start 3 years out but we need to write the grant application now. Tony thinks we could use MFT for the matching portion of the grant but needs to look into that to confirm it. Steve said that should in the 3- to 5-year plan. Tony said Rhutasel is preparing a long-term projects' plan.

Tony advised the committee that he is also working on grants for the park. He believes if we help to improve the park, that will benefit the Village. He said the park is our best economic development in this town and we need to help in any way we can to promote that. The trustees were fine with Tony helping out.

John advised the new street banners are up. He is going to be adding two new speed bumps in the park towards the pool.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Steve Smith motioned to adjourn the meeting at 7:35 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



Amish Designers
401 Fairington Dr
Summerville, South Carolina 29485
United States
(800) 849-5175

Tony Funderburg
tfunderburg@freeburg.com

Proposal

Date	Invoice #
July 15, 2014	6684

TO:

Tony Funderburg

SHIP TO:

Tony Funderburg
tfunderburg@freeburg.com

(618) 539-5705

Qty	Description	Unit Price	Total
1	30 Foot Wood Gazebo Kit with Double Roof and No Floor - \$19,907.00	\$19,907.00	\$19,907.00
1	Discounted Shipping - \$900.00	\$900.00	\$900.00
1	Includes Engineered Drawings with IL Stamp - \$0.00	\$0.00	\$0.00
1	Clear grade premium #1 pressure treated southern yellow pine - \$0.00	\$0.00	\$0.00
1	Pressure treated tongue and groove sheathing - \$0.00	\$0.00	\$0.00
1	12-sided 5" x 5" Posts - \$0.00	\$0.00	\$0.00
1	30 year architectural asphalt shingles - \$0.00	\$0.00	\$0.00
Total Purchases			\$20,807.00

Other Terms

We strive to communicate clearly at each step of the process. Please, if you are unsure about any detail no matter how small, do not hesitate to call or email your design consultant. We want you to be thrilled with every part of your experience.

In the case of **on-site construction**, customer is responsible for site prep, level site, and building permits unless it is agreed otherwise in advance. If site is not level and properly prepared, additional time, travel and/or material charges may apply.

Factory assembled structures are backed in place on a pick-up truck/tilt trailer. In the case of factory assembly, customer assumes all responsibility that there is sufficient access to the site.

Kits will be transported via common carrier unless specifically noted otherwise. Customer will be notified by operations when shipment is leaving, and by the driver leaving the nearest terminal. Customer is responsible for unloading unless specific arrangements are made for special equipment.

Please sign sales order near the bottom and scan/email to sales@amishdesigners.com or fax to 800-789-8197.

