

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Tony Funderburg

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Stanley Donald

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

January 25, 2016

## NOTICE

### **MEETING OF LEGAL AND ORDINANCE COMMITTEES** **Annexation; Building; Zoning; Subdivision** **(Meehling/Blaies/Pruett/Trout)**

A Legal and Ordinance Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, January 27, 2016, at 5:30 p.m.**

### **LEGAL AND ORDINANCE COMMITTEE MEETING AGENDA**

I. Items to be Discussed:

A. Old Business

1. Approval of December 30, 2015 Minutes
2. Zoning Report/Nuisance Properties
3. Occupancy Permit Inspections
4. St. Clair County Update of Building and Property Maintenance Code
5. Combination of Plan Commission and Board of Appeals
6. Local Debt Recovery Program
7. Golf carts or side by side vehicles
8. Happy Hour Consideration

B. New Business

1. Executive Session to Discuss Litigation, 5 ILCS 120/2-(c)(11)
2. Ordinance #1568: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Loan Agreement with IEPA

C. General Concerns

D. Public Participation

E. Adjourn

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

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Legal and Ordinance Committee Meeting  
(Annexation; Building; Zoning; Subdivision)  
(Meehling/Blaies/Pruett/Trout)  
Wednesday, December 30, 2015 at 5:30 p.m.

The meeting of the Legal and Ordinance Committee was called to order at 5:32 p.m. by Chairperson Lisa Meehling on Wednesday, December 30, 2015, in the Freeburg Municipal Center. Members attending were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Dean Pruett, Trustee Matt Trout (absent), Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Elizabeth Niebruegge, Trustee Ray Matchett, Zoning Administrator Gary Henning, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of November 18, 2015 Minutes: Trustee Dean Pruett motioned to approve the November 18, 2015 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Zoning Administrator Gary Henning said the door has been secured at 3 Lake Dr. After soon as the foreclosure is finalized on January 22, 2016, we will know what will be done.
3. Occupancy permits inspections: Administrator Funderburg has discussed the inspections with other fire departments. Attorney Manion is reviewing this because he is worried about our liability if someone gets hurt conducting an inspection. He wants to have a clear understanding of it before we make a decision.
4. St. Clair County Update of Building and Property Maintenance Code: Mayor Speiser stated we will have the new code within the next month or so.
5. Combination of Plan Commission and Board of Appeals: Tony advised Attorney Manion has this at the top of his list to get done. He is also working on the personnel handbook and local debt recovery. It would be an easier time to combine the boards at reappointment.
6. Local Debt Recovery Program: Tony advised the delay is in the hearing process. We need to incorporate an additional hearing. Tony brought up Rock Falls who hands out a pamphlet explaining the entire utility process and the residents follow the procedures set out in the pamphlet. We want to see that pamphlet with the process first. Local debt is really used for the people that skip town, not the ones that we are working with. Tony will get it emailed out to everyone to have on the agenda at the second board meeting in January.

Legal and Ordinance Committee Meeting  
Wednesday, December 30, 2015

7. Golf Cars or Side by Side Vehicles: Trustee Meehling stated Marissa, New Athens and Millstadt allow golf carts and side by sides. Along with this information, she would like to talk to each of these municipalities to see what kinds of issues they are having. She feels that if this is something people have asked us to look at it, she would like to make sure we look at everything. Trustee Blaies said he based his decision on the Chief's opinion who felt it would not be safe. Mike said we should consider this since other towns are doing it, but he would like to find out if they have any issues. Trustee Pruett said Marissa said it's going better than they thought. New Athens said they wish they'd never done it. Dean would like to ask Attorney Manion what happens if someone gets hurt. Tony believes it comes down to who is inspecting the golf cart to make sure it meets all the legal requirements.
8. Homeless Veteran Program at Freedom Farm: Tony said if this program would move forward, we would try to get water out there. It seems like the county doesn't want it. The guy is looking at other alternatives since the number of days they can stay at Freedom Farm is limited. Tony hopes they can find a way to do it.

**B. NEW BUSINESS:** Tony said when we passed the 1:00 a.m. closing on Friday and Saturday nights, we also allowed a 2:00 a.m. closing on Thanksgiving night and New Year's Eve. This year, Tony went to everyone regarding the 2:00 a.m. extension to see if they wanted them. In the future, the request has to been in writing. Tony said when he was at Lucky Joes, Randy asked him if the Village would consider happy hours. The State of Illinois allows it but our code does not. He will email the information to everyone and would like it added to the next agenda.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn at 5:50 p.m. and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

**ORDINANCE NO. 1567**

**AN ORDINANCE DISSOLVING THE VILLAGE OF FREEBURG PLANNING COMMISSION AND ZONING BOARD OF APPEALS and ESTABLISHING THE VILLAGE OF FREEBURG COMBINED PLANNING AND ZONING BOARD**

**WHEREAS**, the Village of Freeburg, Illinois (the “Village”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations for the benefit and welfare of its citizens; and

**WHEREAS**, the Village has established a Planning Commission through the authority granted in 65 ILCS 5/11-12-4 and a Zoning Board of Appeals through the authority granted in 65 ILCS 5/11-13-3 (c); and

**WHEREAS**, the Village Board has determined that it is in the best interest of the Village to dissolve the Planning Commission and the Zoning Board of Appeals and establish a Combined Planning and Zoning Board;

**WHEREAS**, the Combined Planning and Zoning Board shall better serve the Village in that it will provide a more efficient manner in which to address citizens’ requests relating to planning and zoning issues. A Combined Planning and Zoning Board will also serve to better provide the Village Board with clear and consistent recommendations.

**WHEREAS**, the establishment of a Combined Planning and Zoning Board will require various amendments to the Village of Freeburg Municipal Code Chapters: 4 – *BOARDS AND COMMISSIONS*, *ARTICLE I – PLAN COMMISSION*, Chapter 34 – *SUBDIVISION CODE* and Chapter 40 – *ZONING CODE*, as set forth on attached Exhibit A.

**WHEREAS**, the establishment of a Combined Planning and Zoning Board will also require various amendments to the Village of Freeburg Comprehensive Plan, said amendments being attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, By the Mayor and the Board of Trustees of the Village of Freeburg as follows:

1. That effective \_\_\_\_\_, the Village of Freeburg Planning Commission and Zoning Board of Appeals shall be dissolved.
2. Upon the dissolution of the Planning Commission and Zoning Board of Appeals, the Combined Planning and Zoning Board shall be established pursuant to attached Exhibit A, which serves to set forth the necessary amendments to the Village of Freeburg Municipal Code required to establish the Combined Planning and Zoning Board.

3. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 54 – *Planning* of the Freeburg Municipal Code is hereby amended to read as attached.
4. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 66 – *Land Development Code* of the Freeburg Municipal Code is hereby amended to read as attached.
5. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 90 – *Zoning* of the Freeburg Municipal Code is hereby amended to read as attached.
6. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, the Village of Freeburg Comprehensive Plan, adopted \_\_\_\_\_, 2016, is hereby amended to read as attached.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG,  
 ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Vote Recorded:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

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Absent \_\_\_\_\_

Abstain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Recorded by:

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

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

Approval as to Legal Form: \_\_\_\_\_  
J. Brian Manion, Village Attorney

## GOLF CART CHIEF OF POLICE COMMENTS

Chief Wilkerson-Millstadt: No problems to date—30 licensed carts at present—biggest concern is kids riding on back of cart.

Chief Bruce-Mascoutah: No ordinance and he is glad—have to do inspections, lot of State and County Roads in Mascoutah, he thought it would cause problems.

Chief Simburger-New Athens: No problems—Golf Carts and UTV that must have round steering wheel and bucket seats—majority of users are the Elderly.

Chief Prader---Marissa: No major problems only few minor problems—5 years have had calls Person open alcohol and driving on County Road. He has caught cart being used with no license. If you do pass an ordinance the village needs to send out yearly notices for permit fees—state no longer sends out letters. Have 30 carts—lot of older people—like to ride around in evening. Does not like UTV's.

# FAQs on "happy hour" changes



*Below are some frequently asked questions regarding Public Act 99-0046 which went into effect on July 15, 2015:*

**Q:** Will I be able to offer "happy hour" specials by temporarily reducing the price of drinks at my establishment?

**A:** Yes. This legislation permits licensees to offer discounted drinks for up to **4 hours per day**, and not more than **15 hours per week**. The specified drink promotional period does not have to be for 4 consecutive hours.

**Q:** What are the additional rules and restrictions on price reductions?

**A:** Licensees must adhere to the following stipulations on price reductions on drinks:

- Licensee must give notice of the discount of alcohol drinks on the licensee's premises or on their website **7 days prior to the specified drink promotion period.**
- Licensee shall not offer a specified drink promotion period between the hours of **10:00 p.m. and the licensed premise's closing hour.**
- Licensee shall not change the price of an alcoholic drink during a single drink promotion period.

**Q:** When can I start reducing prices as part of happy hour?

**A:** No earlier than 7 days after the license holder has given notice of the discount of alcohol drinks at its licensed location or on its website.

**Q:** Can I provide unlimited drinks for a single price?

**A:** No. Drink limits are required unless the drinks are part of a meal/party package or private function.

**Q:** Am I allowed to sell "meal packages" with food and alcohol? What does that entail?

**A:** Yes. "Meal package" means a food & beverage package, which may or may not include entertainment, where the service of alcoholic liquor is an accompaniment to the food, including, but not limited to: **a meal, tour, tasting, or any combination thereof for a fixed price by a retail licensee** or any other licensee operating within a sports facility, restaurant, winery, brewery, or distillery.

**Q:** Is there a limit on the number of drinks which may be served with a meal package?

**A:** No. There is no limit to the number of drinks included with a meal package.

**Q:** What is considered "food" for purposes of a meal package?

**A:** Any food, including snacks and other so-called "finger food," that is available on the licensed premises as long as the food and alcoholic drinks are sold as a package for a fixed price.

**Q:** Am I allowed to sell "party packages," such as wristband deals for a private event? What are the regulations?

**A:** Yes. "Party package" means a private party, function, or event for a specific social or business occasion, either arranged by invitation or reservation for a defined number of individuals, that is **not open to the general public and where attendees are served both food and alcohol for a fixed price in a DEDICATED EVENT space.** In order to sell a party package, a business must:

- Offer food in the dedicated event space.
- Limit the party package to no more than 3 hours.
- Distribute wristbands, lanyards, or shirts that designate party package attendees.
- Exclude individuals not participating in the party package from the dedicated event space.

*"Happy hour" FAQs (cont'd.)*

**Q: Is there a limit on the number of drinks which may be served with a party package?**

**A: No.** There is no limit on the number of drinks allowed to be included with a party package.

**Q: What is considered "food" for purposes of a party package?**

**A: Any food, including snacks and other so-called "finger food," that is available on the licensed premises.**

**Q: Private functions as defined in the Liquor Control Act (235 ILCS 5/1-3.36) have always been an exception to the prohibition on unlimited drinks; are private functions now limited to 3 hours?**

**A: No.** Private functions such as weddings, private parties, fund-raising functions, etc., where "guests in attendance are served in a room or rooms designated and used exclusively for the private party, function or event" (235 ILCS 5/1-3.36) are not subjected to a time limit.

**Q: How can alcoholic drinks be sold and served to a customer?**

**A:**

- 1) You may serve two or more drinks to one customer at one time;**
- 2) You may not sell two or more drinks for the price of one drink;**
- 3) You must increase the price of a drink proportionately to an increase in the volume of the same drink (Example: The price of a 24 ounce draft of Brand X beer must cost twice as much as a 12 ounce draft of Brand X beer).**

**Q: Can I sell or serve a pitcher, bottle, carafe, bucket, flight, or similar container to one person?**

**A: Yes.**

**Q: How does proportionate pricing apply to prices of a pitcher, bottle, carafe, bucket, flight, or similar container?**

**A: Proportionate pricing applies to individual drinks, not to pitchers, bottles, carafes, buckets, flight or similar containers. As long as a price reduction is not equal to selling 2 or more alcoholic drinks for the price of one, a retailer is free to set any price for a pitcher, bottle, carafe, bucket, flight or similar container.**

**Q: Can I permit or encourage drinking games or contests at my licensed premises?**

**A: No.**

**Q: Can I still offer daily drink specials?**

**A: Yes,** as long as the price of the drink special is listed on the mandatory schedule of drink prices.

**Q: May I advertise happy hour, meal packages, and party packages?**

**A: Yes.** Events permitted under the Liquor Control Act may be legally advertised.

**Q: May I advertise events and drink specials permitted under the Happy Hour law on social media?**

**A: Yes.** Social media advertising is allowed.

**Q: Where can I learn more about "infusions" and its legality in Illinois?**

**A: For FAQ's on this subject, please see the following page.**

**Q: Does the new law mandate that all servers in Illinois be trained and certified every three years?**

**A: Yes.** All alcohol servers and those checking ID's for alcohol service in on-premise establishments (ie, bars, restaurants, banquet halls) will be required to successfully complete BASSET every three years. The mandate takes effect by a pre-determined date cited in the law. See page 4 for the schedule.

# FAQs on "infusions"

*Below are frequently asked questions regarding the legality of "infusions" as cited in **Public Act 99-0046** which went into effect on **July 15, 2015**:*



**Q: What is an infusion?**

**A: An infusion is a spirit where ingredients, including, but not limited to, fruits, spices, or nuts, are added to naturally infuse flavor into the spirit.**

**Q: Can I sell infusions?**

**A: Yes.**

**Q: What are the rules and regulations for selling infusions?**

**A: The infusion may be aged for up to 14 days. After aging, it may be served to customers for up to 21 days. A label is required indicating the production date, the base spirit of the infusion, the date the infusion will finish aging, and the date which the infusion must be destroyed.**

**Q: How is an infusion different than a mixed drink or pre-mix like a margarita?**

**A. Infusions are not intended for immediate consumption. Mixed drinks and pre-mixes are intended for immediate consumption.**

**Q. Do rules differ for pre-mixes like a margarita?**

**A. Yes. All pre-mix dispensing containers or systems must be drained, contents disposed of, and thoroughly cleaned at least once every week. A record shall be kept on the premises as to the dates the cleaning was done, signed by the person who actually performed the cleaning. ILCC Rule and Regulation 100.160(e).**

**Q. Is sangria an infusion?**

**A. No. The base ingredient of sangria is wine not spirits. Therefore, sangria is not an infusion and is regulated according to the pre-mix rules.**

**Q. Does the Illinois Liquor Control Commission regulate the sales or service of the non-beverage byproducts of an infusion (i.e. fruit saturated with alcoholic liquor).**

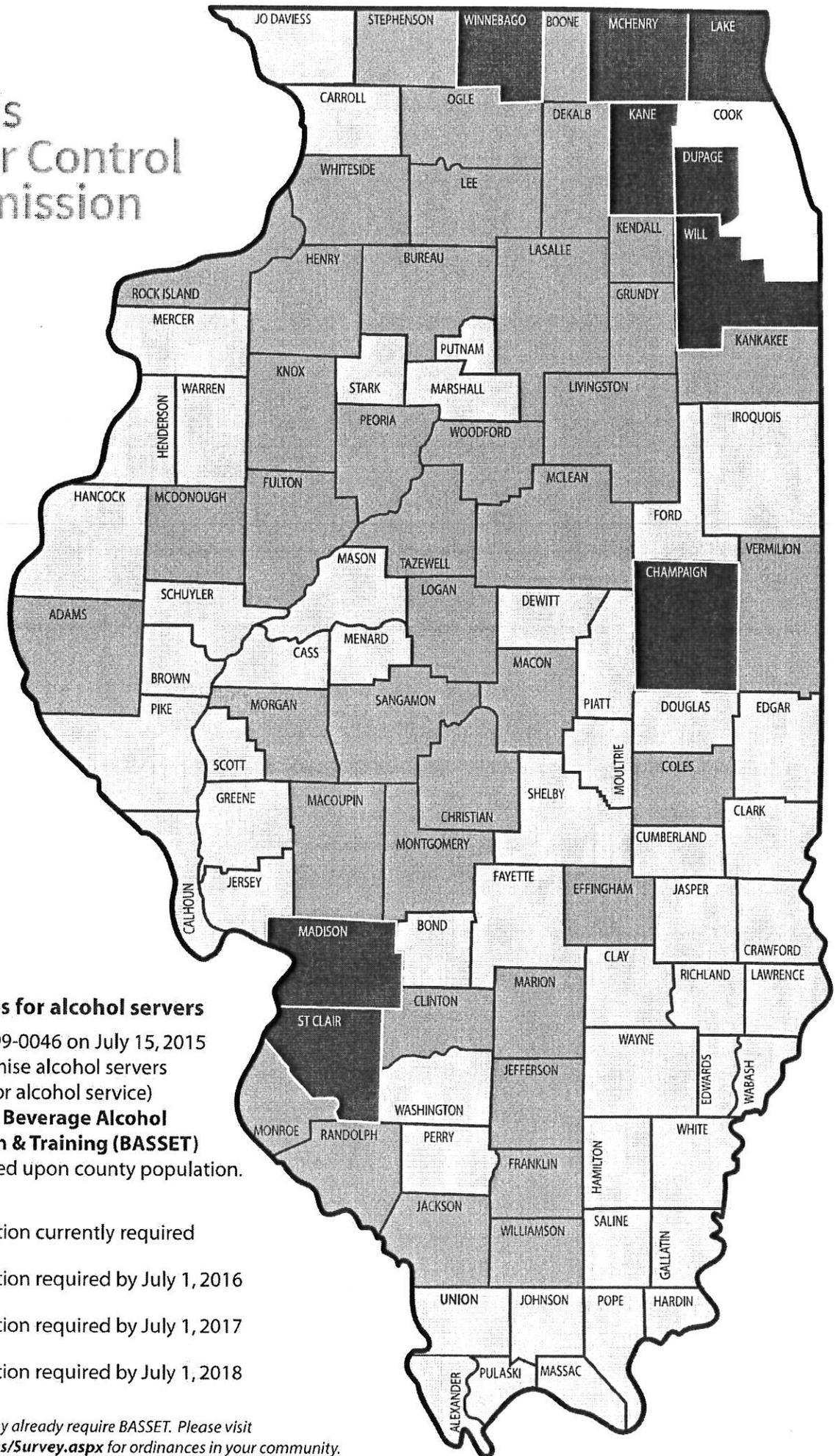
**A. No. The Illinois Liquor Control Commission solely regulates items which "are capable of being consumed as a beverage by a human being." 235 ILCS 5/1-3.05. Infusion byproducts that are sold or served as food items are regulated by local food ordinances and the Illinois Food, Drug and Cosmetic Act (420 ILCS 620/).**

**Q. Can I sell infusions to go?**

**A. No. Infusions can only be served and consumed on the licensed premises.**



# Illinois Liquor Control Commission



## Required training dates for alcohol servers

The signing of Public Act 99-0046 on July 15, 2015 requires all Illinois on-premise alcohol servers (and those checking ID's for alcohol service) to successfully complete a **Beverage Alcohol Sellers/Servers Education & Training (BASSET)** class by a certain date based upon county population.

- BASSET certification currently required
- BASSET certification required by July 1, 2016
- BASSET certification required by July 1, 2017
- BASSET certification required by July 1, 2018

NOTE: Some local jurisdictions may already require BASSET. Please visit [www.illinois.gov/ILCC/SitePages/Survey.aspx](http://www.illinois.gov/ILCC/SitePages/Survey.aspx) for ordinances in your community.

**21-2-8      LIMITATION OF LICENSES.**

(A)      **Annexing License Holders.** The restrictions contained in this Chapter shall in no way affect taverns and other business(es) holding retail liquor licenses, duly licensed by the County, which are located in the territory annexed to the municipality. Licenses may be issued to them or renewed by the duly constituted authorities upon annexation; provided that thereafter, all of the restrictions and contingencies contained herein shall apply.

(B)      **Destroyed or Damaged Business.** No license shall be held in existence by the mere payment of fees by any person, firm or corporation for a period longer than **ninety (90) days** without a tavern or liquor business for the same being in complete and full operation. However, if a tavern or liquor business has been destroyed or damaged by fire or act of God and cannot be rebuilt or repaired within the **ninety (90) day period**, then, in that event, the Mayor shall extend the period of time for which a liquor license may be held by the mere payment of fees without the tavern or liquor business being in full and complete operation for an additional **ninety (90) days**.

If either of the above stated periods of time passes without the particular tavern or liquor business returning to complete and full operation, the license for that particular business shall expire and not be subject to renewal, unless all other requirements of this Chapter shall have been met. **(235 ILCS 5/4-1) (Sec. 115.22)**

**21-2-9      DRAMSHOP INSURANCE.** No license shall be issued hereunder unless the applicant shall file with the application a certificate by an insurance company authorized to do business in the State of Illinois, certifying that the applicant has the following coverages up to the full amount of potential liability as established by the Illinois Compiled Statutes from time to time. **(235 ILCS 5/6-21)**

**21-2-10      DISPLAY OF LICENSE.** Every licensee under this Chapter shall cause his license to be framed and hung in plain view in a conspicuous place on the licensed premises. **(235 ILCS 5/6-24) (Sec. 115.24)**

**21-2-11      RECORD OF LICENSES.** The Mayor shall keep a complete record of all licenses issued by him and shall supply the Clerk, Treasurer and Chief of Police a copy of the same. Upon issuance or revocation of a license, the Mayor shall give written notice to these same officers within **forty-eight (48) hours**. **(235 ILCS 5/4-1) (Sec. 115.25)**

## ARTICLE III - REGULATIONS

**21-3-1 HOURS.**

(A) A retail liquor license shall entitle the licensee to sell at retail alcoholic liquor and beverages and to operate and keep open between the hours of **6:00 a.m.** and **1:00 a.m.** on the succeeding day.

(B) It shall be unlawful to keep open for business or to admit the public to, or permit the public to remain within, or to permit the consumption of alcoholic liquor in or upon any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of alcoholic liquor is prohibited except as follows:

(1) In the case of restaurants, clubs, and hotels, such establishments may be kept open for business during times when food is dispensed upon the premises in that portion of the building used for the storage and/or sale of food for human consumption provided that no licensee, officer, associate, representative, agent, or employee of such licensee shall sell, give, or deliver alcoholic liquor to any person during the hours within which the sale of alcoholic liquor is prohibited.

(2) In the case of liquor stores holding a valid Class "C" license, such establishments may be kept open for business during the hours within which the sale of alcoholic liquor is prohibited provided that no licensee, officer, associate, representative, agent, or employee of such licensee shall sell, give, or deliver alcoholic liquor to any person during the hours within which the sale of alcoholic liquor is prohibited. **(Ord. No. 1443; 12-15-12)**

(C) No alcoholic liquor shall be sold and all licensed premises must remain closed at all other times other than those above specified. Any holder of a retail liquor license or his or her agent or employee who violates the provisions of this Chapter in regulating the legal hours of operation shall, upon conviction, of the first offense, be fined not more than **Five Hundred Dollars (\$500.00)** and suffer the revocation of such retail liquor license. The times referred to above shall mean Daylight Savings Time when the same is in effect in the Village, and upon the cessation of Daylight Savings Time, shall mean Central Standard Time.

(D) On six special occasions per calendar year, the Liquor Commissioner may grant an extra hour for a licensee to remain open.

**(Ord. No. 918; 08-03-98) (Sec. 115.35) (235 ILCS 5/4-1)**

**21-3-2 HAPPY HOUR RESTRICTIONS.**

(A) All retail licensees shall maintain a schedule of the prices charged for all drinks of alcoholic liquor to be served and consumed on the licensee's premises or in any room or part thereof. Whenever a hotel or multi-use establishment which holds a valid retailer's license operates on its premises more than one establishment at which drinks of alcoholic liquor are sold at retail, the hotel or multi-use establishment shall maintain at each such establishment a separate schedule of the prices charged for such drinks at the establishment.

(B) No retail licensee or employee or agent of such licensee shall:

(1) Serve **two (2)** or more drinks of alcoholic liquor at one time to one person for consumption by that one person, except selling or delivering wine by the bottle or carafe;

- (2) Sell, offer to sell, or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public;
  - (3) Sell, offer to sell, or serve any drink of alcoholic liquor to any person on any one date at a reduced price other than that charged other purchasers of drinks on that day where such reduced price is a promotion to encourage consumption of alcoholic liquor, except as authorized in subsection (C)(7) of this Section.
  - (4) Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day;
  - (5) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or
  - (6) Advertise or promote in any way, whether on or off the licensee's premises, any of the practices prohibited under subsections (B)(1) through (5).
- (C) Nothing in division (B) shall be construed to prohibit a licensee from:
- (1) Offering free food or entertainment at any time;
  - (2) Including drinks or alcoholic liquor as part of a meal package;
  - (3) Including drinks of alcoholic liquor as part of a hotel package;
  - (4) Negotiating drinks of alcoholic liquor as part of a contract between a hotel or multi-use establishment and another group for the holding of any function, meeting, convention, or trade show;
  - (5) Providing room service to persons renting rooms at a hotel;
  - (6) Selling pitchers (or the equivalent, including but not limited to buckets), carafes, or bottles of alcoholic liquor which are customarily sold in such manner and delivered to two or more persons at one time; or
  - (7) Increasing prices of drinks of alcoholic liquor in lieu of, in whole, or in part, a cover charge to offset the cost of special entertainment not regularly scheduled.
- (D) A violation of this Act shall be grounds for suspension or revocation of the retailer's license as provided by **Article IV** of this Chapter.  
**(235 ILCS 5/6-28) (Sec. 115.36)**

**21-3-3 PROHIBITED LOCATIONS.** No license shall be issued for the sale of any alcoholic liquor at retail within **one hundred (100) feet** of any church, school (other than an institution of higher learning), hospital, home for the aged or indigent persons, or for veterans, their spouses or children or any military or naval station; provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs or to restaurants, food shops, or other places where the sale of alcoholic liquors is not the principal business carried on, or if such place of business so exempted shall have been established for such purposes prior to the taking effect of this Chapter; nor to the renewal of a license for the sale at retail of alcoholic liquor on the premises within **one hundred (100) feet** of any church

**ORDINANCE NO. 1568**

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 LOAN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND THE STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

**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 Loan Agreement with State of Illinois Environmental Protection Agency as described in the attached Loan Agreement, and

**WHEREAS**, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Agreement attached hereto and made apart hereof.

**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 the Loan Agreement attached hereto and made a part hereof.

**SECTION 3.** The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Loan Agreement attached hereto as "Exhibit A" 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 Loan Agreement.

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

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 1ST DAY OF FEBRUARY, 2016.

AYES \_\_\_\_\_  
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NAYS \_\_\_\_\_  
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ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ORDINANCE NO. 1568 cont.

Approved this 1<sup>ST</sup> day of February, 2016.

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

ATTEST:

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

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

**LENDER:**

Illinois Environmental Protection Agency  
Bureau of Water  
Infrastructure Financial Assistance Section  
P.O. Box 19276  
1021 North Grand Avenue, East  
Springfield, IL 62794-9276

**RECIPIENT:**

Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243-1541

FEIN: 37-6001961

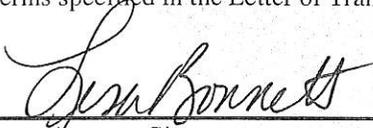
**TERMS OF THE LOAN**

		<u>Estimated Dates</u>	
Loan amount:	\$1,135,000.00	Construction start:	02/15/2016
Annual fixed loan rate:	1.8600%	Construction complete:	08/13/2016
Term:	20 years	Initiation of operation:	08/13/2016
Repayments:	Semi-Annual	Initiation of repayment period:	08/13/2016
		First repayment due:	02/13/2017
		Final repayment due:	08/13/2036

**LOAN OFFER AND ACCEPTANCE**

**Offer by the State of Illinois Environmental Protection Agency**

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Water Pollution Control Loan Program (35 Ill. Adm. Code 365) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.



Director  
Title

Lisa Bonnett  
Name

1/13/16  
Date

By:

Agency Signature

Title

Name

Date

**This offer must be accepted, if at all, on or before 03/01/2016.**

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

**PROJECT DESCRIPTION**

The North Trunk Extension/Deerfield Relief Sewer Project (Phase 1B-1) consists of 4,550 feet of 18-inch gravity sewer, 3,342 feet of 10-inch gravity sewer, 29 manholes and all necessary restoration. This work is covered by IEPA Permit Numbers 2013-HB-57995 and 2015-HB-60667

**PROJECT BUDGET**

	TOTAL	ELIGIBLE
Construction - Haier Plumbing & Htg Inc.	\$932,527.62	\$932,527.62
Design Engineering - Rhutasel & Associates, Inc.	\$119,403.00	\$111,903.00
Construction Engineering - Rhutasel & Associates, Inc	\$108,654.00	\$108,654.00
Contingency	\$27,975.83	\$27,975.83
<b>TOTAL</b>	<b>\$1,188,560.45</b>	<b>\$1,181,060.45</b>

The loan amount is \$1,135,000.00.

**OTHER FUNDING SOURCES/COSTS EXCLUDED**

Design fees of \$7,500 for filling out loan documentation are ineligible. These costs are considered to be a normal function of government.

The loan amount is limited to \$1,135,000 by the dedicated source of revenue for loan repayment. All costs not covered by the loan will be funded by the community.

**SPECIAL CONDITIONS**

1. A certified copy of the enacted rate ordinance, as proposed, must be submitted prior to the first disbursement of the loan.
2. Standard Condition number 18, regarding the use of American Iron and Steel, does not apply to this project based on issuance of the construction permit October 22, 2013.

**STANDARD CONDITIONS**

Please see Attachment A.

# Attachment A

Loan Recipient: Village of Freeburg  
L174944

## Loan Agreement –Standard Conditions Illinois EPA Water Pollution Control Loan Program

### 1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

### 2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

### 3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request reimbursement from the Agency within 30 days of reimbursing their contractor(s) in accordance with Internal Revenue Service regulations.

### 4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 365.440, the fixed rate is comprised of interest and loan support, both of which are established annually and reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

## 5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

## 6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

## 7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Clean Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Water Pollution Control Regulations of Illinois (Title 35: Subtitle C: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

## 8. FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward two (2) copies of the final plans of record to the appropriate Agency regional field office along with a formal written request for a final inspection (a copy of the written request and a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit). The regional field office will contact the loan recipient to schedule the final inspection within 60 days of the written request for a final inspection.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 365.740.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 365.1120 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Clean Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.458), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Clean Water and Drinking Water State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 365 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 365 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 365.940.

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.

The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.