

A PUBLIC HEARING TO APPROVE A PRE-ANNEXATION AGREEMENT WITH CHAD M. STEHL AND LINDSEY M. STEHL, 926 OLD FAYETTEVILLE ROAD, FREEBURG, ILLINOIS, WILL BE HELD ON MONDAY, AUGUST 15, 2016 AT 7:15 P.M., IN THE MUNICIPAL CENTER BOARD ROOM AT 14 SOUTHGATE CENTER, FREEBURG, ILLINOIS.

REGULAR BOARD MEETING AGENDA – AUGUST 15, 2016 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. August 1, 2016 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report – Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1)
8. ESDA Report – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions – None
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids – None
14. Resolutions – None.
15. Ordinances –
 - 15 – 1. Ordinance #1599: An Ordinance Authorizing the Execution of a Pre-Annexation Agreement with Chad and Lindsey Stehl – **Exhibit D**
 - 15 – 2. Ordinance #1600: An Ordinance Enacting Chapter 33, Article 10, of the Revised Code of Ordinances Of the Village of Freeburg to Regulate and Implement the Permitted Use of Non-Highway Vehicles – **Exhibit E**
16. Old Business –
17. New Business –
 - 17 – 1. Purchase of Canine from Little Rock K-9 Academy – **Exhibit F**
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, August 10, 2016 – 5:30 p.m. – **Exhibit G**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, August 10, 2016 – 5:45 p.m. – **Exhibit H**
 - 19 – 3. Streets Committee Meeting – Wednesday, August 10, 2016 – 6:00 p.m. – **Exhibit I**
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, August 24, 2016 – 5:30 p.m.
 - 20 – 3. Finance Committee Meeting – Wednesday, August 24, 2016 – 5:45 p.m.
 - 20 – 4. Personnel/Police Committee Meeting – Wednesday, August 24, 2016 – 6:00 p.m.
 - 20 – 5. Board Meeting – Tuesday, September 6, 2016 – 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 PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

FREEBURG REGULAR BOARD MEETING MONDAY, AUGUST 1, 2016 @ 7:30 P.M. BOARD MEETING MINUTES

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, August 1, 2016 in the Freeburg Municipal Board Room.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Denise Albers – here; Trustee Ramon Matchett, Jr. – here; Trustee James Blaies – here; Trustee Bert Pruett – here; Trustee Elizabeth Meehling – absent; Trustee Mathew Trout – absent; Mayor Seth Speiser – here; (5 present, 2 absent). Mayor Speiser announced there is a quorum.

EXHIBIT A:

Trustee Bert Pruett motioned to accept the minutes from the Regular Board Meeting Monday, July 18, 2016 and Trustee Ramon Matchett, Jr., seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

FINANCE:

REVIEW OF BOARD LISTS: Trustee Matchett stated we reviewed the Board Lists. We had a few questions and those questions got answered.

REVIEW OF INVESTMENTS: Trustee Matchett stated no Investment Renewable is due until October.

INCOME STATEMENT: Trustee Matchett stated we reviewed the Income Statement.

TREASURER'S REPORT: Trustee Matchett said we were handed 3 Treasure's Reports by Treasurer Bryan Vogel to be reviewed at the last Village Board meeting. Trustee Matchett stated at this time he would like to make a motion.

Trustee Ramon Matchett, Jr. motioned to approve the Treasurer's Reports for October 31, November 30 and December 31 of 2015 and Trustee Denise Albers seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; Trustee Bert Pruett – aye; Trustee Mathew Trout – absent; Trustee Elizabeth Meehling – absent; (4 ayes, 0 nays, 2 absent). All voting aye, motion carried.

Village of Freeburg Board Meeting Minutes
Monday, August 1, 2016
Page 1 of 6

OLD BUSINESS:

1. Newsletter: Trustee Matchett said we talked about the Newsletter. If anyone has anything they would like to have placed in the Newsletter please let us know,

NEW BUSINESS:

1. FY2016 Audit Contract: Trustee Matchett stated we will bid out the 2016 audit when the time gets closer.

TREASURER'S REPORT: Treasurer Vogel stated he does have a couple of additional packets for January and February. We are in a holding pattern until March when the audit is completed and then at that time Debbie will make the necessary adjustments and then we can move forward after that.

ATTORNEY'S REPORT: None.

EXHIBIT D:

ESDA REPORT: Mayor Speiser called on ESDA Coordinator Gene Kramer. Gene talked about the Memorandum Agreement between Freeburg E.S.D.A/E.M.A and Freeburg Fire Protection District on the use of Radio Frequency. Gene talked about the FEMA meeting coming up on August 9th and August 10th. Gene also gave us an update on his weather report which was in the board packet.

PUBLIC PARTICIPATION: None.

REPORTS AND CORRESPONDANCE:

EXHIBIT E:

Zoning Administrator's Report: Mayor Speiser said next we have our Zoning Administrator's Report. Trustee Blaies asked Zoning Administrator Henning some questions on Solar Panels to roofs and yards. Village Zoning Administrator Henning answered the questions with the help of Village Administrator Funderburg. Mayor Speiser asked how long do they have to asphalt the parking lot after they get the permit. Zoning Administrator Henning replied one year to the date it was issued to complete the job.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS None.

BIDS: None.

ORDINANCE: None.

OLD BUSINESS: None.

NEW BUSINESS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT F:

Electric Committee Meeting:

Trustee Mike Blaies called the meeting of Electric Committee to order at 5:30 p.m. on Monday, July 18, 2016.

The following items were talked about or discussed:

OLD BUSINESS:

1. Variable Frequency Drives: Trustee Blaies said the #2 drive is installed and in operation, it is running now.
2. South Loop Extension: Trustee Blaies said Shane stated the infrastructure is in operation. The next step will be to work on switching customers over.
3. Damaged Bucket Truck: Trustee Blaies said we had some issues with the bucket truck, but those issues have been taking care of.

NEW BUSINESS:

Trustee Blaies said we talked about the recent storm that took place and how things could be done differently. Trustee Blaies stated that Public Works Director Tolan would like to get something in the paper letting the residents know how things work when we have something like this happen in the future.

EXHIBIT G:

Public Works Committee Meeting: (Trash/Water/Sewer)

Trustee Dean Pruett called the meeting of Public Works Committee to order at 5:45 p.m. on Monday, July 18, 2016.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. Sewer project: Trustee Pruett said we discussed the sewer project. Mr. Helms and Rhutasel and Associates was present to discuss why the project has come to a stop and things that are going to be needed to start moving again.

NEW BUSINESS:

1. New Water Lines: Trustee Pruett stated we have residents that would like to have our water service.
2. Recycling Firms: Trustee Pruett said we have another firm that would like to help with the spring clean-up recycling. More information on this later.

EXHIBIT H:

Public Property Committee Meeting: (Streets/Municipal Center/Pool/Parks & Recreation)

Trustee Denise Albers called the Public Property Committee Meeting to order at 6:00 p.m. on Monday, July 18, 2016.

The following items were talked about or discussed under:

POOL: OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Trustee Albers stated the slide should arrive Tuesday. The slide will be installed after the pool season, to make sure it is up and running proper for next year. Village Administrator Funderburg submitted a grant application for playground equipment for outside the pool grounds.

NEW BUSINESS: None.

STREETS:

OLD BUSINESS:

1. MFT/Ditch on North Main: Trustee Albers stated we approved the MFT bid for oil from JTC Petroleum.
2. Drainage Problem Areas/Southgate Dr./Countryside Lane: Trustee Albers stated Public Works Director Tolan advised they have started work on the Southgate Drive drainage problem. The Public Works Department did ditched all the way back past Jack Emge and Cedar Trails. This project should be done by the end of the month.
3. Borger Drainage Issues: Trustee Albers said we discussed the Borger drainage issue. We are working on some kind of agreement on this issue.

NEW BUSINESS:

1. Freeburg Community High School Foundation Turkey Chase Run Request: Trustee Albers stated we grant the request from Freeburg High School for their Turkey Chase Run.
2. Homecoming Parade Resolution: Trustee Albers stated we approved Resolution #16-05 for the Homecoming Parade.

EXHIBIT I:

Legal/Ordinance Committee Meeting:

Trustee Elizabeth Meehling called Legal/Ordinance Committee Meeting to order at 5:30 p.m. on July 27, 2016.

(In the absent of Trustee Meehling, Trustee Blaies gave the report.)

The following items were talked about or discussed:

OLD BUSIENSS:

1. Zoning Report/Nuisance Properties: Trustee Blaies stated Zoning Administrator Henning has received a lot of request on properties with high grass.
2. Combination of Plan Commission and Board of Appeals: Trustee Blaies said Village Administrator Funderburg, Mayor Speiser and Village Attorney Manion met with Frank Heiligenstein to discuss the Combination of Plan Commission and Board of Appeals.
3. Golf Carts or Side by Side Vehicles: Trustee Blaies stated we have some final details to work out. We are getting feedback from companies who are going to do the inspections.
5. Noise Ordinance: Trustee Blaies stated we will be sending this to the Plan Commission with the other topics to look at.

NEW BUSIENSS: None.

EXHIBIT L:

Personnel/Police Committee Meeting:

Trustee Mathew Trout called the meeting of Personnel/Police Committee Meeting to order at 6:00 p.m. on Wednesday, July 27, 2016.

(In the absent of Trustee Trout, Trustee Pruett gave the report.)

The following item or items were talked about or discussed:

POLICE:

OLD BUSIENSS: None.

NEW BUSINESS:

1. Review of Fees for False Alarms: We talked about the Fees for False Alarms. Trustee Trout said he will look at other communities to see what they do.
2. Police Canine: Trustee Pruett said Canine Diggitt passed her certification.
3. New Patrol Car: The new patrol car is due sometime here in August.
4. Part-time officers Cameron Rettig and Cody Wiley to be hired: Trustee Pruett said we discuss hiring two part-time officers for the Freeburg Police Department. Chief Donald said these two officers Cameron Rettig and Cody Wiley were the only two that he believed were the best suited for the position. Trustee Pruett said at this time he would like to make a motion.

*Trustee Bert Pruett motioned to hire Cameron Rettig and Cody Wiley as part-time officers for the Village of Freeburg Police Department and Trustee James Blaies seconded the motion. **ROLL CALL:** Trustee Bert Pruett – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout – absent; Trustee Lisa Meehling – absent; (4 ayes, 0 nays, 2 absent). All voting aye, motion carried.*

NEW BUINESS: None.

PERSONNEL:

OLD BUSINESS:

1. Health Insurance Option to Switch to Spouse's Plan: Trustee Pruett stated Attorney Manion has the ordinance for review.

GENERAL CONCERNS: None.

NEW BUSINESS: None.

UPCOMING MEETINGS:

Electric Committee Meeting – Wednesday, August 10, 2016 – 5:30 p.m.
Water/Sewer Committee Meeting – Wednesday, August 10, 2016 – 5:45 p.m.
Streets Committee Meeting – Wednesday, August 10, 2016 - 6:00 p.m.
Board Meeting – Monday, August 15, 2016 – 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Denise Albers – Welcome to the two new part-time police officers to the Freeburg Police Department.

Village Clerk Jerry Menard – Welcome to the two new part-time police officers.

Trustee James Blaies – Welcome to the two new part-time police officers and also to the two new lineman.

Trustee Ramon Matchett, Jr. – Welcome to the two new part-time police officers and the two new lineman.

Trustee Bert Pruett – Welcome to the two new part-time police officers and the also the two new lineman.

STAFF COMMENTS:

Village Administrator Tony Funderburg – Same here

Public Works Director John Tolan – No thank you.

Village Zoning Administrator Gary Henning – Welcome to the two new part-time police officers.

Village Treasurer Bryan Vogel – No thank you.

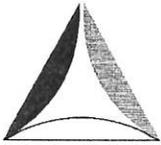
ESDA Coordinator Gene Kramer- Welcome to the two new part-time police officers.

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee James Blaies motioned to adjourn the meeting at 7:48 p.m. and Trustee Ramon Matchett, Jr. seconded the motion. All voting aye, motion carried.


Jerry Lynn Menard
Village Clerk



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

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER
FREEBURG, IL 62243



DIRECTOR:
[618] 539-3764

TFT 1000013

8/11/2016

Report to Mayor
&
Village Board for August 15, 2016

1. Continue on EOP Annex and Addendum files for Freeburg EOP per 29 Illinois Administrative Code 301.240 and projected changes to this Administrative Code just received from IEMA through IEMSA office.
2. Completed two Webinars this week: August 10th- Concerning Sheltering operations: August 11th - Concerning Emergency Event Training - Best Practices for Government in notification systems to citizens in before and after an emergency event. Both Webinars were 1 PM events .
3. Attend the FEMA Flood Plain Work Maps meeting at the St. Clair County Buidling on August 9th with Trustee Mike Blaise. This presentation was of a "forum style" setting whereby there were six staging areas with FEMA officials to answer and confirm questions about our respective map coverage areas. There was a continuous slide show looping the information from the handout material. The main handout booklet, available "on line" through FEMA is the "FEMA F-084 " Answers to Questions About the NFIP", National Flood Insurance Program. Freeburg's listed area on the CID map # 170790 covered map sectors J6,J7,K7,K8,L7 and L8. These maps can be reviewed at the internet site address : <http://bit.ly/st.clairco>. Mike and I were informed that the "finalization" on the data is still 4-5 years from now. We were informed that any "local urban flooding event" is NOT classified as a flooding emergency.
4. Participated in the SATERN communications nets on 14.265 mhz at 1000 hours during the past two weeks.
5. Conducted the County Amateur Radio Emergency Service (ARES ®) 8/2/16 @ 7:00 PM from Office.
6. Required monthly outdoor warning siren test was conducted on 8/2/16 from the office activation system and IEMA Region 8B Starcom radio network was Respectfully submitted, performed on the same date at 10:30 a.m.

Eugene Kramer, Coordinator
Freeburg - A StormReady® NOAA Certified Community

VILLAGE BOARD MEETING

AUGUST 15, 2016

Gary Henning Zoning Administrator

As of August 12, 2016 there are no Board of Appeals Meeting Scheduled.

6--Occupancy Permits issued to date in August 2016

4--Building Permits issued to date in August 2016

1-Addition of 2 New Pavilions

1-Additon of 3 new antennas to existing tower

2-Electrical fix storm damage and new service

Nuisances Corrected to date in August - 10

HOMECOMING THIS FRIDAY AND SATURDAY--PLEASE MAKE SURE YOU PROPERTY IS
NEATLY GROOMED--THANK YOU!

ORDINANCE NO. 1599

**AN ORDINANCE AUTHORIZING EXECUTION OF A
PRE-ANNEXATION AGREEMENT (STEHL)**

WHEREAS, it is in the best interest of the Village of Freeburg, St. Clair County, Illinois, that a certain pre-annexation agreement be entered into with Chad M. Stehl and Lindsey M. Stehl; and,

WHEREAS, the owners of the property that is the subject of the pre-annexation agreement are ready, willing and able to enter into that agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in amended section 65 ILCS 5/11-15.1 of the Illinois Municipal Code for the execution of the pre-annexation agreement have been fully complied with;

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

Section 1: THAT the President be, and he is hereby authorized and directed, and the Village Clerk is directed to execute and attest a document known as a pre-annexation agreement as to 1.33 acres more or less owned by Chad M. Stehl and Lindsey M. Stehl (a copy of which is attached hereto and made a party hereof).

AYES _____ NAYS _____ ABSENT _____

PASSED by the Village Board of the Village of Freeburg, St. Clair County, Illinois, this 15th day of August, 2016, and deposited and filed in the Office of the Village Clerk on said date.

Vote Recorded By:

Jerry Lynn Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois,
this 15th day of August, 2016.

Seth E. Speiser, Village President

ATTEST:

Jerry Lynn Menard, Village Clerk

Approved as to form:

Brian Manion, Village Attorney

PRE-ANNEXATION AGREEMENT

This Agreement entered into this _____ day of _____, 2016, between the Village of Freeburg, a municipal corporation, in the County of St. Clair and State of Illinois, hereinafter referred to as the Village, and Chad M. Stehl and Lindsey M. Stehl, 926 Old Fayetteville Road, Freeburg, Illinois, hereinafter referred to as the Owners.

1. WHEREAS, Chad M. Stehl and Lindsey M. Stehl, do hereby represent that they are the legal owners of the following described property, to-wit:

Lot 4 of "WOLF CROSSING, a subdivision of part of the SE 1/4 of Section 28 and Part of the NE 1/4 of Section 33, Township 1 South, Range 7 West of the 3rd Principal Meridian, St. Clair County, Illinois"; reference being had to the plat thereof recorded on January 7, 2016 as Document A02480962 in the Recorder's Office of St. Clair County, Illinois.

PPN: Part of 14-28.0-400-009 New Sub
Property Address: 926 Old Fayetteville Road, Freeburg, IL 62243
2. WHEREAS, the Village held a public hearing at the Municipal Center on August 15, 2016 at 7:15 p.m. of which due notice was given not more than thirty nor less than fifteen days before the date of said hearing by publication in the Freeburg newspaper or paper of general circulation.
3. WHEREAS, it has been determined that it is in the mutual interest of the Village and property Owners to tap or attach to one or more of the Village's utility systems providing connection to the Village system(s).
4. WHEREAS, the Village agrees to allow the Owners to connect to one or more of the Village's utility systems so specified as Village Water system(s) for the purpose of using said systems to serve the owners' single primary residence only and no other development purposes prior to annexation, provided the line construction complies with all standards set by the Village, and Village's

Engineer of Record, IEPA, the American Water Works Association Standards of Denver, Colorado, as amended from time to time, and/or other state, federal or local regulatory agencies in effect as of the date of this agreement, and further provided the Owner bear all costs related to construction including, but not limited to, cost of labor, material, design and engineering, easement acquisition, and tap-in fees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed between the Village and Owners as follows:

- A. The Owners covenant and warrant that they are presently vested with good, fee simple title to the property as evidenced by a copy of the most recent title insurance policy which Owners will present to the Village.
- B. The Owners shall immediately file a Petition to Annex the aforesaid property to the Village of Freeburg when and if it becomes contiguous to the Village. The petition shall be in proper form and shall comply with the appropriate statute of the State of Illinois.
- C. These covenants herein contained are to run with the land and shall be binding upon the parties, their heirs, executors, administrators, assigns, grantees and all persons claiming thereunder.
- D. Upon the occurrence of landowners leasing or renting the above-described property, landowners shall make these covenants a condition of said lease and they shall be binding on said lessees, tenants or renters.
- E. Landowners hereby release and waive all rights of homestead in and to the property covered by this agreement.
- F. The Owners will pay for services furnished by the Village to the Owners at the rates applicable to like properties outside the Village of Freeburg, as now in force and hereafter adopted, until such time as the property of the Owners is

annexed to the Village of Freeburg, at which time the Owners agree to pay rates according to like properties in the Village.

- G. The Owners are hereby prohibited from allowing any person, entity, individual or business, et cetera, from tapping into the utility system without the express written consent from the Village Board of Trustees. The Owners also agree to allow the Village to tap into the system or extend the system at the Village's or other Village authorized agent expense along agreed to easements, routes or rights of ways, within the property boundaries.
- H. The Owners of the property from time to time may wish additional tap-in's other than his/her primary residence at which time he/she must apply to the Village Board in writing and receive a 2/3 vote of the full Village Board of Trustees.
- I. The Owners agree to a zoning classification of SR-1 (Single Family Residential). In the event the Owners wish to change the classification in the future, they agree to abide by the regulations as set forth for such change requests in the Village code.
- J. This Agreement may be amended to include additional provisions provided each party agrees to the revision.
- K. The Owners further agree to accept other Village utility services provided it is cost effective to do so; however, the Village is under no obligation to provide these services to the property owners and may do so only if it is determined to be in the best interest of the Village.

It is agreed between the parties that in the event this Agreement terminates for any reason, due to the passage of time or otherwise, the Village may terminate all municipal services to the property of the Owners without any liability from the Village to the Owners or others.

This Agreement shall be in effect for a term of ten (10) years or for any longer period of time which may hereafter be permitted for like agreements by the statutes of the State of Illinois.

All parties to this Agreement agree that the provisions of this Agreement shall be binding upon the successor Owners of record of the land which is subject to the Agreement and upon successor municipal authorities of the municipality and successor municipalities.

The Village shall be under no obligation to accept or approve any Petition to Annex but may require other actions to be taken by the Owners before any annexation is approved.

All parties to this Agreement agree that the covenants and agreements herein contained shall be binding upon and apply to their respective heirs, executors, administrators, successors and assigns.

This Agreement shall become effective only upon passage by a vote of two-thirds of the members of the Village Board holding office at the time of its passage.

A survey or plat of the above-described property (is or is not) attached hereto and made a part hereof.

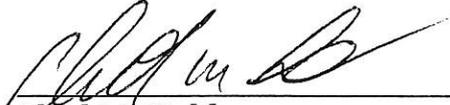
VILLAGE OF FREEBURG

ATTEST:

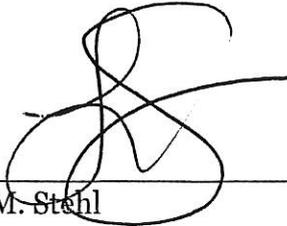
Seth Speiser, Village President

Jerry Lynn Menard, Village Clerk

OWNER(S):



Chad M. Stahl

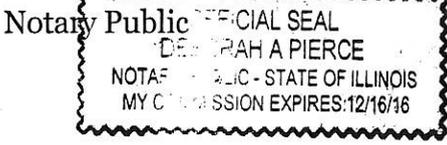


Lindsey M. Stahl

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

Subscribed and sworn to before me this 8th day of July,
2016.





My Commission Expires:
12/16/16

ORDINANCE NO. 1600**AN ORDINANCE ENACTING CHAPTER 33, ARTICLE 10, OF THE REVISED CODE OF ORDINANCES OF THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR, STATE OF ILLINOIS, TO REGULATE AND IMPLEMENT THE PERMITTED USE OF NON-HIGHWAY VEHICLES**

WHEREAS, residents of the Village of Freeburg have requested that the Village permit the use of non-highway vehicles for transportation within the Village; and,

WHEREAS, the Illinois Vehicle Code, 625 ILCS 5/11-1426.1, authorizes Illinois municipalities to regulate and allow non-highway vehicle usage within Illinois municipalities under certain circumstances and upon certain conditions; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Freeburg have considered the volume, speed and character of traffic on the Village streets, and have determined that the usage authorized by this ordinance will not jeopardize public safety; and,

WHEREAS, the Mayor and the Board of Trustees of the Village of Freeburg have determined that non-highway vehicles may safely operate within the Village of Freeburg under certain circumstances and conditions; and,

WHEREAS, it is the intent of this ordinance to regulate the use of non-highway vehicles within the corporate limits of the Village as provided by law.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows.

Section 1: The recitals set forth above are true and correct and are hereby incorporated herein.

Section 2: That the Village of Freeburg Revised Code of Ordinances CHAPTER 33: STREET REGULATIONS, ARTICLE X – NON-HIGHWAY VEHICLES is enacted as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3: That the Non-Highway Vehicle Permit Application form attached as Exhibit “B” is accepted and approved.

Section 4: That the Unconditional and Full General Release of Liability, Waiver, Discharge, and Covenant Not to Sue form attached as Exhibit “C” is accepted and approved.

Section 5: That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

Section 6: That the Mayor and Board of Trustees of the Village of Freeburg approve and authorize the execution an Agreement with _____, providing for Non-Highway Vehicle inspections, a copy of which is attached hereto as Exhibit “D.”

Section 7: That it is the intention of the Board of Trustees of the Village of Freeburg that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section 8: This Ordinance shall be effective upon its passage, execution by the Mayor and Village Clerk and publication as required by law.

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

Vote Recorded:

Ayes _____

Nays _____

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

CHAPTER 33
STREET REGULATIONS
ARTICLE X – NON-HIGHWAY VEHICLE REGULATIONS

33-10-1 DEFINITIONS:

COUNTY ROADS: Any highway or road under the jurisdiction of St. Clair County, Illinois, including Apple Street.

GOLF CART: A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course, as defined under 625 ILCS 5/1-123.9, except equipment such as lawnmowers and tractors.

NEIGHBORHOOD VEHICLE: A self-propelled, electronically powered four (4) wheeled vehicle; or a self-propelled, gasoline powered, four (4) wheel vehicle with an engine displacement under one thousand two hundred (1,200) cubic centimeters; which is capable of attaining in one mile a speed of more than twenty (20) miles per hour, but not more than twenty five (25) miles per hour, and which conforms to federal regulations under title 49 CFR part 571.500, except equipment such as lawnmowers and tractors.

RECREATIONAL OFF-HIGHWAY VEHICLE: Any motorized off-highway device designed to travel primarily off-highway, 64 inches or less in width, having a manufacturer's dry weight of 2,000 pounds or less, traveling on 4 or more non-highway tires, designed with a non-straddle seat and a steering wheel for steering control, except equipment such as lawnmowers and tractors, as defined under 625 ILCS 5/1-168.8.

STATE ROADS: Any highway or road under the jurisdiction of the State of Illinois, including Route 13/15(State Street) and Route 15 (Urbanna Drive).

VILLAGE STREETS: Any street within the corporate limits of the Village of Freeburg, excluding State Roads and County Roads.

33-10-2: OPERATION ON STREETS:

A. It shall be lawful for a qualified person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on designated streets within the Village, subject to the provisions of this Article.

B. It shall be unlawful for any person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on any street in the Village, unless:

1. The driver is at least twenty-one (21) years of age and has a valid driver's license,
2. The vehicle is properly titled with the Illinois Secretary of State, if required,
3. Has the minimum required liability insurance as set out in 625 ILCS 5/7-601 et seq., and maintains proof of said insurance specifically for the golf cart, neighborhood vehicle, or recreational off-highway vehicle to be operated on Village streets within the permitted vehicle,
4. Has been properly registered with the Village of Freeburg and must display such registration as required in section 33-10-3 of this Article, and
5. Has the following required, operable equipment:
 - a. Brakes,
 - b. Steering wheel apparatus,
 - c. Tires,

- d. A driver's side outside mirror and either an interior rearview mirror or a passenger side outside mirror,
- e. Red reflectorized warning devices in the front and rear,
- f. A slow moving emblem on the rear of the vehicle,
- g. A headlight that emits a white light visible from a distance of five hundred feet (500') to the front, illuminated at all times when operated on city streets,
- h. A tail lamp that emits a red light visible from at least one hundred feet (100') from the rear, illuminated at all times when operated on city streets,
- i. At least two (2) brake lights which emit a red light visible from a distance of one hundred feet (100') from the rear,
- j. Turn signals mounted to the front and rear of the vehicle,
- k. Seatbelts for each seat,
- l. Windshield, and
- m. Horn which is audible from a distance of two hundred (200) feet.

C. All persons eligible to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on designated streets of the Village must comply with the following requirements:

1. Must not exceed twenty five (25) miles per hour.
2. Shall only be operated from sunrise until sunset.
3. Shall not be operated in inclement weather, nor when visibility is impaired by weather, smoke, fog or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of five hundred feet (500').
4. Each driver and passenger of a golf cart, neighborhood vehicle, or recreational off-highway vehicle shall wear a properly fastened and adjusted seat safety belt. Children must be secured in a child restraint system as required pursuant to the Child Passenger Protection Act.
5. A person who drives or is in actual physical control of a golf cart, neighborhood vehicle, or recreational off-highway vehicle on a roadway while under the influence of alcohol or drugs is subject to 625 ILCS 5/11-500 through 11-502.
6. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on sidewalks or other public property not accessible to or authorized to vehicular traffic.
7. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on streets, highways and roads under the jurisdiction of the Illinois Department of Transportation (Illinois Routes 13 and 15) or the St. Clair County Highway Department (Apple Street).
8. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on Village streets with a posted speed limit in excess of thirty (30) miles per hour.
9. Nothing in this Article shall permit the use of all-terrain vehicles, as defined under 625 ILCS 5/1-101.8, off highway motorcycles, as defined under 625 ILCS 5/1-153.1, lawnmowers, tractors, and any other vehicle which is not described within the foregoing definitions of "GOLF CART," "NEIGHBORHOOD VEHICLE," or "RECREATIONAL OFF-HIGHWAY VEHICLE."

33-10-3: REGISTRATION OF NEIGHBORHOOD VEHICLES:

A. A permit shall be issued within seven (7) days upon the approval of an application from an owner of a golf cart, neighborhood vehicle, or recreational off-highway vehicle to operate upon the streets and roadways within the jurisdiction of the Village of Freeburg, except where expressly prohibited.

B. Any person requesting a permit shall submit an application to the Village of Freeburg on a form supplied by the Village which shall contain, at a minimum, the following:

1. A complete application on the form designated by the Village,
2. A copy of a valid Illinois driver's license for the applicant and any permitted operators of the vehicle,
2. Proof of valid insurance information, which meets the requirements of 625 ILCS 5/7-601 et seq., specifically for the golf cart, neighborhood vehicle, or recreational off-highway vehicle to be operated on Village streets,
3. Signed & notarized waiver of liability by applicant and any permitted operators of the vehicle releasing the Village from any and all future claims resulting from the operation of their golf cart, neighborhood vehicle, or recreational off-highway vehicle pursuant to this Article or any other ordinance of the Village of Freeburg on a form designated by the Village, and
4. Obtain a physical inspection from a Village authorized inspector to ensure that the vehicle is safe to operate on Village streets and is in compliance with the requirements of this Article. Proof of a passing inspection shall be required for issuance of a permit.
5. Upon issuance, said permit shall be displayed on the front and rear of the vehicle as may be administratively required by the Village.

C. Fee: An annual registration and permit fee of one hundred dollars (\$100.00) for all applicants shall be submitted at the time of the application for the permit, and subject to renewal thereafter.

D. Permit Renewal: A permit shall be valid for the calendar year and may be renewed upon application of the owner, in compliance with subsection B of this section.

E. Transferability: A permit is nontransferable.

F. Change of Contact Information: It shall be the duty of the permit holder to inform the Freeburg Police Department of any change of address, phone number, or insurance coverage, within ten (10) business days of such change.

G. Denial of Permit: A permit may be denied for any of the following reasons:

1. The vehicle is not properly titled with the Illinois secretary of state, if required,
2. The insurance information for the vehicle cannot be verified,
3. The registered owner does not have a valid driver's license,
4. The owner has provided any false information in their application,
5. The vehicle does not conform to the requirements of this Article,
6. The applicant or a permitted operator had two or more convictions for violation of this Article within the preceding year; or
7. A permit issued to another individual for the same vehicle is under suspension.

H. False Information: It shall be unlawful for anyone to provide false information in the application for a permit to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle.

33-10-4: OPERATION OF GOLF CARTS, NEIGHBORHOOD VEHICLES, OR RECREATIONAL OFF-HIGHWAY VEHICLES ON CERTAIN STREETS AND ROADS:

A. Prohibited Streets: Except as expressly authorized in this section, it shall be unlawful for any person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle as follows:

1. Any street which has a posted speed limit of greater than thirty (30) miles per hour.
2. On the following roadways except to make a direct crossing of the prohibited roadway at an intersection:

State Street (Route 13/15)

Urbanna Drive (Route 15)

Apple Street

3. Direct crossings of prohibited roadways shall be made as follows:
 - a. The crossing shall be made at an angle of approximately 90 degrees to the direction of the prohibited roadway and at a place where no obstruction prevents a quick and safe crossing;
 - b. The golf cart, neighborhood vehicle, or recreational off-highway vehicle shall be brought to a complete stop before attempting a crossing;
 - c. The operator of the golf cart, neighborhood vehicle, or recreational off-highway vehicle shall yield the right of way to all pedestrian and vehicular traffic; and
 - d. That the crossing shall be made only at an intersection of the prohibited roadway with a Village street.

33-10-5: OBEDIENCE OF VEHICLE CODE:

A. Every operator of a golf cart, neighborhood vehicle, or recreational off-highway vehicle shall obey all sections of 625 ILCS 5/1-100 et seq., the Illinois Vehicle Code, and all provisions of this Article.

B. The Village may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this Article or if there is evidence that the permit holder cannot safely operate the golf cart, neighborhood vehicle, or recreational off-highway vehicle on the designated roadways.

C. Every person operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle pursuant to permit hereunder on designated Village streets has all the rights and duties applicable to a driver of any other vehicle pursuant to the state highway traffic laws and regulations except when those provisions cannot reasonably be applied to golf carts, neighborhood vehicles, or recreational off-highway vehicles.

18-16-6: PENALTIES:

A. A violation of this Article shall be punishable by a minimum fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00), except a violation of subsection 33-10-2(B)(3) of this Article shall be punishable by a minimum fine of not less than five hundred dollars (\$500.00).

B. A second conviction for a violation of this Article within one year of the date of a prior conviction shall result in suspension of permit, to be reinstated only by the Village Board.

C. Upon conviction of operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle on a State or County road, other than crossing at the designated locations, shall result in a fine no less than two hundred fifty dollars (\$250.00) and the suspension of permit for one year.

18-16-7: EFFECTIVE DATE:

This Article shall be in full force and effect on and after _____, 2016.

VILLAGE OF FREEBURG NON-HIGHWAY VEHICLE PERMIT APPLICATION

This application is for a permit to operate a Golf Cart, Neighborhood Vehicle, or Recreational Off-highway Vehicle within the Village of Freeburg in accordance with Village of Freeburg Revised Code of Ordinances CHAPTER 33: STREET REGULATIONS, ARTICLE X – NON-HIGHWAY VEHICLES.

APPLICANT INFORMATION

Name _____ Date of Birth _____

Address _____ Phone Number _____

Driver's License Number _____ Expiration Date _____

Liability Insurance Carrier _____

Policy Number _____

NON-HIGHWAY VEHICLE INFORMATION

Type of Vehicle: _____

Make _____ Model _____ Color _____

Serial Number or VIN _____ Number of seats _____

Description of the vehicle _____

Authorized Operators: _____

I _____ hereby acknowledge receipt of a copy of the Village of Freeburg Revised Code of Ordinances CHAPTER 33: STREET REGULATIONS, ARTICLE X – NON-HIGHWAY VEHICLES and affirm that all information provided above to be true and factual.

Signature of Applicant

Date

***Provide a copy of a valid Illinois driver's license for each authorized operator.**

UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

_____ This is a legally-binding unconditional and full general release of liability, waiver discharge and covenant not to sue made by me _____ (hereafter referred to as owner/operator) to the Village of Freeburg, its employees, agents and officials (hereafter referred to as the Village).

_____ I fully understand and recognize that there are DANGERS AND RISKS to which I may be exposed by operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle on the Village Streets; to include but not limited to injury to myself or others, damage to my property or that of others, DEATH of MYSELF or OTHERS.

_____ In no event shall the Village be liable for direct, indirect, special, incidental or consequential damages, whether arising in tort, contract or other legal theory, in connection with or arising out of operator/owner's use of a golf cart, neighborhood vehicle, or recreational off-highway vehicle within the Village.

_____ The owner/operator, as of the date below, shall hereinafter save, hold harmless, and indemnify the Village against any and all liability, claims, cause of action, and cost of whatsoever kind of nature including, without being limited to injury, damage, loss including death, resulting from, arising out of, or occurring in connection with the use of this golf cart, neighborhood vehicle, or recreational off-highway vehicle within the Village.

_____ I understand that the Village has an Ordinance governing the use of golf carts on the Village Streets. I have had the opportunity to read said Ordinance and my signature below acknowledges that I will comply with this Ordinance and all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart, neighborhood vehicle, or recreational off-highway vehicle within the Village.

_____ I understand that although the golf cart, neighborhood vehicle, or recreational off-highway vehicle has been inspected; the Village accepts no responsibilities for the mechanical functions of the golf cart, neighborhood vehicle, or recreational off-highway vehicle. The inspection is only to ensure required equipment is present and operational on the golf cart, neighborhood vehicle, or recreational off-highway vehicle. The owner/operator assumes all mechanical and electrical responsibilities of the golf cart, neighborhood vehicle, or recreational off-highway vehicle.

_____ If the owner/operator allows another person to operate the golf cart, neighborhood vehicle, or recreational off-highway vehicle, the owner/operator assumes all the same responsibilities, including holding the Village harmless and indemnifying the Village for any and all damages described above loss of property or life.

_____ I understand that this Release means I am giving up, among other things, rights to sue the Village, its Board of Trustees, employees, and/or agents for injuries (including death), damages, or losses I may incur or cause. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Owner/Operator

Date

I, the undersigned, a Notary Public in the State of Illinois, DO HEREBY CERTIFY THAT _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, seal and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the unconditional and full general release of liability, waiver, discharge and covenant not to sue.

Given under my hand and Notarial Seal this _____ day of _____, 20__.

NOTARY PUBLIC

AGREEMENT

This Agreement is made this ____ day of August, 2016 by and between _____ (the "Contractor") and the Village of Freeburg (the "Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide non-highway vehicle inspection services; and

WHEREAS, the Contractor is willing to perform these services in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Services

A. Scope:

The Contractor shall conduct and complete inspection services to verify compliance with the following codes: CHAPTER 33, ARTICLE 10, OF THE REVISED CODE OF ORDINANCES OF THE VILLAGE OF FREEBURG.

The Contractor shall complete an inspection form for each inspection performed on a Village approved form. The Contractor shall submit a completed inspection form to the Village for every inspection performed. All documents and other materials used by the Contractor in connection with the services rendered under this Agreement shall be delivered to the Village and shall become the property of the Village.

B. Schedule:

Inspections shall be conducted on Wednesdays between the hours of 9:00 a.m. and 5:00 p.m., excluding holidays, or by appointment.

II. Term of Agreement

The term of this Agreement shall be for one (1) year, but may be extended by mutual agreement of both parties.

III. Compensation

A. Inspection Fees:

The Contractor shall submit a completed inspection form to the Village and the Village will issue payment of \$50.00 per inspection to the Contractor within thirty (30) days.

IV. General Terms and Conditions

A. Relationship between the Contractor and the Village

The Contractor and the Village agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this

Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded Village employees by virtue of the services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor. The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

During the performance of this Agreement, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

C. Sexual Harassment

The Contractor, as a party to a public contract, agrees that it shall have a written sexual harassment policy.

D. Drug Free Work Place

Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace and has a drug free workplace policy.

E. Nondiscrimination

Contractor shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) The Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.

F. Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person

or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor. Contractor shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 14011 et.seq.

V. Insurance and Indemnification of the Village

- A. Insurance. Contractor shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Illinois and acceptable to the Village.

Commercial General Liability Insurance

During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

Motor Vehicle Liability Insurance

During the life of this contract the Contractor shall procure and maintain Motor Vehicle Liability Insurance with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all nonowned vehicles, and all hired vehicles.

Workers' Compensation

During the life of this contract the Contractor shall procure and maintain Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of Illinois.

Additional Insured

The following shall be Additional Insureds: Village of Freeburg, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing, or excess.

Notice of Cancellation

Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Workers' Compensation insurance, as described above shall include an endorsement stating the following:

"Sixty (60) days' advance written notice of cancellation, nonrenewal, reduction and/or material change shall be sent to:

Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243"

Proof of Insurance Coverage

The Contractor shall provide the Village at the time the Agreement is returned for execution, Certificates of Insurance and/or policies acceptable as listed below:

a. One (1) copy of Certificate of Insurance for Commercial General Liability, Motor Vehicle Liability, and Workers' Compensation.

Continuation of Coverage

If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal Certificates and/or policies to the college at least ten (10) days prior to the expiration date.

B. Indemnification

The Contractor will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor or any sub-Contractors under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that Non-Highway Vehicle use is discontinued by the Village.

B. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event of any dispute arising under or relating to this Agreement, venue shall only be proper in the County of St. Clair, Illinois.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Entire Agreement and Amendment

This Agreement together with attachments or addenda, represents the entire and integrated agreement between the Village and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Contractor will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Contractor

Freeburg, IL 62243

H. Village Ordinances and Laws

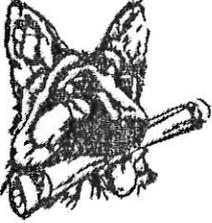
The Contractor will strictly comply with all ordinances of the Village of Freeburg and laws of the State of Illinois and the United States.

J. Use of Village's Name and Advertising

The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

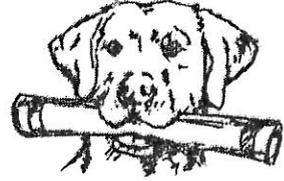
K. Business License

The Contractor shall maintain a valid business license from the Village at all times that this Agreement is in effect.



LITTLE ROCK K-9 ACADEMY

POLICE NARCOTIC AND PATROL DOGS
 9319 BRITTANY POINT DR. • LITTLE ROCK, AR 72206
 501-888-DAWG (3294)
 FAX 501-888-8010



April 5, 2016

To: Officer Joel Boeving

From: Tony Smith

Subject: Police Service Dogs

Dear Officer Boeving:

Thank you for contacting Little Rock K-9 Academy. We are excited for the opportunity to provide you with a price quote for a police service dog. We look forward to exceeding your expectations. We have several Agencies tell us that they enjoy the benefits of each of **our** dogs is trained in **advance**, in the applicable areas of: Narcotics Detection, Obedience, Criminal Apprehension, Aggression Control, Building / Area Searches and Tracking. Purchasing our pre-trained dogs will greatly reduce the "away at school" down time with departmental scheduling.

Sept 19th - Sept 30th

Our next Police Service Dog Handler Course is scheduled for ~~May 16-27 and May 2016~~. We want your business! The attached documents will explain what separates us from any competition.

The cost of obtaining the following Police Service Dog:

DUAL PURPOSE DOG - \$9,450.00 Each Which Includes:

- 16 – 30 Month old Imported German Shepherd / Belgian Malinois
- Training – Narcotics Detection, Tracking & Patrol Apprehension
- 2-weeks State Certified Handler's Course – accepted by: Illinois Law Enforcement Training & Standards
- 2-weeks Hotel Accommodations
- 2-year Health Guarantee and 1 year Performance Warranty
- 6 ft. Leather Leash & Training Collar
- National Certification Fees paid for the first year

After reviewing this entire proposal and if you still have specific needs...With our resources and expertise, I am sure we can accommodate them.

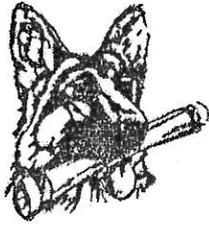
I look forward to hearing from you soon.

Respectfully,

Tony Smith

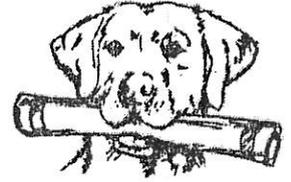
Tony Smith

Owner / Certified Instructor / Author



LITTLE ROCK K-9 ACADEMY

POLICE NARCOTIC AND PATROL DOGS
9319 BRITTANY POINT DR. • LITTLE ROCK, AR 72206
501-888-DAWG (3294)
FAX 501-888-8010
www.LRK9.com



Capability Statement

Core Competencies

Little Rock K-9 Academy established in 1983... We are a small minority owned canine company in the industry. We are the most overlooked, yet we have provided dogs to law enforcement agencies in more than 32 states and several countries. We sell superb quality dogs with some of the most comprehensive Handler training in the country. Our prices are in most cases 50% less than the larger more recognized canine kennels.

I am retired and now a reserve Patrolman for the Shannon Hills Police Department. I am the Author of "The Police K-9 Unit", a comprehensive guide on implementing, maintaining and expanding a K-9 Unit. I have attended a variety of Schools and Seminars throughout the United States in training areas such as: Narcotic Detector Dogs, Tracking, Obedience, Patrol Dogs and I have also completed a seminar by the U.S. Border Patrol on K-9 selection testing, detector dog training and problem solving for Police Patrol and Narcotic Detector Dogs.

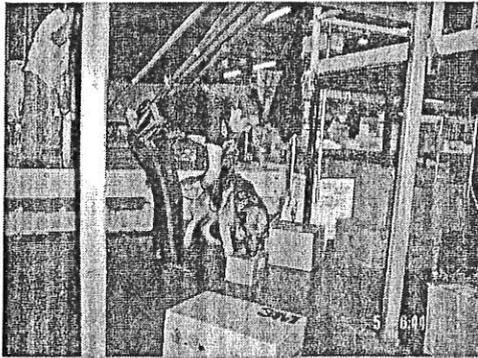
Differentiators

- Our Customer Service; before, during and after a sale is second to none.
- All of our customers calls are answered by a live person, never voicemails
- Information and Price Quotes are provided usually with 2-4 hours, not days.
- ALL of our Handler Training is approved by the State of Arkansas and Handlers obtain POST "training hours"
- Our dogs are subjected to quality assurances like Temperament, Workability and medically sound.
- We offer 2 year Health Guarantee with each dog we sell
- UNCONDITIONAL GUARANTEE: we offer a 30 day unconditional guarantee, if for any reason you are satisfied with our canine. This guarantee is for a refund of payment or another canine.
- All of our Instructors are Certified Law Enforcements Instructors
- Each of our Police Service Dog is pre-trained to a certifiable stage before it's sold.
- Our prices have been quoted as being the most economical in the industry.



2 Indoor/Outdoor training facilities:

9319 Brittany Point Drive LR, AR 72206
2701 West Roosevelt Road, LR, AR 72204



1 Police Vehicle Impound lot for Large/Small Vehicle Searches:

6403 Fourche Dam Pike, LR AR 72206



Clients

Complete Nationwide Listing of all
LAW ENFORCEMENTS AGENCIES
SERVED

States Served:

- Alaska
- Alabama
- Arkansas
- Arizona
- California
- Colorado
- Florida
- Georgia
- Illinois
- Indiana
- Kansas
- Kentucky
- Louisiana
- Maryland
- Massachusetts
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- New Jersey
- New Mexico
- Ohio
- Oklahoma
- South Carolina
- Tennessee
- Texas
- Utah
- Virginia
- West Virginia
- Wisconsin
- Wyoming

Contact Information

DUNS: 148413649
Cage Code: 73286
NAICS: 424990, 561612
812910

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Little Rock K-9 Academy

Assurance Package

THE PRICE OF EACH OF OUR DOGS
INCLUDES THE FOLLOWING:

- Completely trained dog at a certifiable stage with 2 year health guarantee
- Canine Vet checked / inoculated & groomed upon delivery to handler
- Training Equipment (Leather leash & Training collar)
- *Hotel Accommodations -Comfort Inn @ L. R. Airport (8 miles from our facility)
- 1 week informative Handler's Course (40 hours) - (Narcotic only dog handlers)
- 2 week informative Handler's Course (80 hours) - (Dual purpose dog handlers)
- Customized / Modified Handler's Courses for requested Agencies
- State of Arkansas Approved and Certified Handler's Course
- Study sessions and home work for students - Written & Oral Examinations
- Certification Fees paid for the first year
- Virtually no "Down Time" for the handlers while training (Multiple Instructors)
- ALL of Little Rock K-9 Academy's Instructors are State Certified
- Post Course Information Packet (Thank you letter, test scores, certificates and etc.)
- Free maintenance training for the life of the dog (8 hours monthly)
- Variety of close Training Sites - All within 5 miles of classroom

*Hotel Accommodations 5 nights per 1 week school or 10 nights per 2 week school

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

ELECTRIC COMMITTEE MEETING
(Blaies/Albers/Matchett/Pruett)
Wednesday, August 10, 2016 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 & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:32 p.m. on Wednesday, August 10, 2016 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 18, 2016 Minutes: *Trustee Ray Matchett motioned to approve the July 18, 2016 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*
2. Surplus Equipment: Head Lineman Shane Krauss advised we don't have anything to dispose of right now.
3. Variable Frequency Drives: Shane advised the VFDs are installed and operational. Public Works Director John Tolan confirmed we are receiving a check from IMEA in the amount of \$13,931.25 to pay for them.
4. South Loop Extension: Shane stated we have working on this and have four left to switch over. He said this will be good work for the new guys.
5. New Electric Customers: John found a folder from Dennis and Ron that has a list of customers they were trying to annex in. John and Tony will use that information in this process.

Administrator Funderburg said with respect to the Charter and AT&T pole agreements, the pole count is complete. He is going to start the process to complete these agreements, but reminded the committee, he has several projects going on right now. Shane advised this winter, he will work on updating the GIS system with our electric information and plans on using the new guys for this. Once the information is loaded into GIS, he will be able to pull reports showing the number of poles, transformers, etc.

Trustee Trout asked how the new employees and Shane stated it's early, but the new employees are doing well. He said he has all the new employees on every job, and asked for everyone to please be patient, and let them all learn. He said you will also see more than one on an emergency call out, it helps to see those situations. Andy leaves next Sunday

for training. Matt and Max will go to training together later in September. John believes all 3 are no nonsense, safety conscious guys.

B. NEW BUSINESS: John advised we are revisiting our insurance coverages to make sure we have adequate coverage.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if the apprentices get paid when they are watching the various work situations, and John said yes, are they getting paid. He commented it is all about safety, and those situations are a valuable training tool.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn at 5:45 p.m. and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
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PUBLIC WORKS COMMITTEE MEETING Trash/Water/Sewer (Pruett/Albers/Blaies/Matchett) Wednesday, August 10, 2016 at 5:45 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 & Keck, P.C.

The Public Works Committee Meeting was called to order at 5:45 p.m. on Wednesday, August 10, 2016, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 18, 2016 minutes: *Trustee Ray Matchett motioned to approve the July 18, 2016 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*
2. Sewer project: Administrator Funderburg advised he has been in communications with Fred Helms and his attorney. We are waiting on the agreement from Fred Helms' attorney. Tony confirmed the easements have been redone and given to Helms' attorney. Once that is received, Tony said that will start the next phase which will be talking to Rhutasel. He advised he has not talked to Rhutasel outside of the easements. Tony has not seen the new insurance. Per the agreement with Fred Helms, the insurance needs to be correct in order to proceed with the project.
3. Sewer issues: Public Works Director John Tolan advised we don't have any issues right now. We have someone at the end of E. Meadow Brook Drive on Schmittling Lane hooking onto our sewer.
4. FSH Minutes: John said with all of the rain, FSH is having a lot of problems with more silt and sand in the water. They are switching over to free residual on the 15th, and our flushing program will start then. We will have article in next week's paper, and we will put signs up around town to advise residents as well.
5. Radio Read Meters: John has nothing new on this other than we are still working on the issues. He asked them last week about reimbursement and did not receive any response to that. He will keep pursuing that.
6. SAVE Water Tower Leak: The tower has been drained, the VFDs are running, and we are bypassing right now. We are going to open it up tomorrow and see what repair work needs to be done. It will take a week for repairs, then the disinfection process will take about 2 to 3 weeks to complete.

7. New Water Lines: This will be an ongoing project. John advised we have someone on West Apple that would like our water.
8. Recycling Firms: John said we have someone interested in helping at the spring recycling, but they are not from Freeburg.

B. NEW BUSINESS: John advised the EPA has revised our coliform sampling plan from three to six distribution samples spread throughout the town. Yesterday, we collected our samples for the first round. We sent out the cross connection survey and have only received 39% back. Jesse will work on those.

John said after the Flint water issue, the EPA now wants samples for lead and copper which will be done in September. Noah Carpenter has completed all the hydrants and did an excellent job. We will start flushing them on the 29th. John had a meeting with Wiegmanns regarding their discharging and monitoring reports. After meeting with the EPA, they are fixing their issues. John stated he just wants to be informed when they do their testing.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if the Village has reached an agreement with Helms, and that was discussed under #2.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn the meeting at 6:00 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Albers/Matchett/Meehling/Trout)
Wednesday, August 10, 2016 at 6:00 p.m.

EXHIBIT I

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:00 p.m. on Wednesday, August 10, 2016, in the Municipal Center by Chairperson Denise Albers. Committee members present were Chairperson Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Dean Pruett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Administrator Funderburg advised the slide has been delivered. Once the pool closes, it will be installed.

B. NEW BUSINESS: Public Works Director John Tolan advised the park district is started clearing the trees for their project with the walking path.

STREETS: A. OLD BUSINESS:

1. Approval of June 15, 2016 Minutes: *Trustee Matt Trout motioned to approve the July 18, 2016 minutes and Trustee Lisa Meehling seconded the motion. All yea, the motion carried.*

2. Safe Routes to School: Item can be taken off the agenda.

3. MFT/Ditch on N. Main: John has nothing new to report.

4. Drainage Problem Areas/Southgate Drive/Stormwater Run-Off: No issues, Southgate Drive can be taken off.

5. E. Apple Issues: John revised this to a late summer or fall project.

6. Honor Tree Program: Item can be taken off the agenda.

7. Borger Drainage Issue: John met with Phil Borger and advised him we were going to work on it. He told Phil we need our attorney to look at it, and also that they need to work on the gutter situation.

Trustee Trout said the radar sign on Main St. is great and would like to purchase more. John said he will work with Officer Schutzenhofer to get it loaded on his laptop so he can pull the statistical reports.

B. NEW BUSINESS:

1. Freeburg Fire Company Muscular Dystrophy Collection Request: The committee approved the donation request on August 27, 2016.
2. Knights of Columbus Intellectual Disabilities Collection Request: The committee approved the donation request on September 17 and 18, 2016.
3. Mobilitie Request for ROW Site for Telecommunications Equipment: Tony advised this company wants to put a 70-foot pole in our right-of-way by the grade school. Attorney Manion is on a call tomorrow with other attorneys. The area they want to put it in is where all our utilities are underground. Federal law allows them to install these towers in our right of way. Tony advised our right-of-way code is written very well. Tony will continue to work on this with Attorney Manion.
4. Review of FEMA Flood Maps: Trustee Mike Blaies stated this open house had more detailed, accurate flood maps. We would not qualify for FEMA assistance even though Kinney Branch and Jacks Run had potential flooding areas.

C. GENERAL CONCERNS: John updated the committee on several completed projects: flashing signs installed at grade school crossing and painted crosswalk; will put up a flashing stop sign at Cherry/Apple flashing tomorrow; painted crosswalk at Meyer/Old Fayetteville and installed a temporary sign advising drivers need to stop for people at the crosswalk. The tub grinder will be here Monday to dispose of the stuff off Tank Road. We are spraying for mosquitos three times a week, and getting ready for homecoming next week.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn the meeting at 6:25 p.m. and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager