

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

June 22, 2015

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, June 24, 2015, at 5:30 p.m.**

LEGAL AND ORDINANCE COMMITTEE MEETING AGENDA

I. Items to be Discussed:

A. Old Business

1. Approval of May 27, 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. Comprehensive Plan

B. New Business

1. Local Debt Recovery Program
2. MFT Resolution and Ordinance for the Rhutasel Preliminary Engineering/Construction Engineering Agreements N. Main St. Drainage Project

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)].

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

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Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Meehling/Blaies/Pruett/Trout)

Wednesday, May 27, 2015 at 6:00 p.m.

VILLAGE ADMINISTRATOR
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The meeting of the Legal and Ordinance Committee was called to order at 6:16 p.m. by Chairman Lisa Meehling on Wednesday, April 29, 2015, in the Freeburg Municipal Center. Members attending were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Dean Pruett, Trustee Matt Trout, 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. Guests present: Janet Baechle and Bill Whaley.

A. OLD BUSINESS:

1. Approval of April 29, 2015 Minutes: Trustee Matt Trout motioned to approve the April 29, 2015 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Gary sent a couple letters on nuisance properties, and he will follow up on them to make sure they are taken care. He advised a new Tropical Snow business will be located at Green Mill. Trustee Pruett asked if we've talked to the property owner on S. Edison, and Gary said he will check it out tomorrow. Bill Whaley is here to discuss the trailer on Peabody Road. He explained it's been there for 10 years, and doesn't bother anyone. He checked all over the place and couldn't find anyone that would take the trailer. Karen Blumenkamp can take the trailer but he has not been able to get in contact with her to get it moved out. Since the deadline is May 31st, he asked for our help. Administrator Funderburg said Karen agreed to move it to her property, he just needs more time. Karen doesn't want her property torn up when it's put in. Tony's recommendation is to wait and let Karen take care of it when she can. John offered to get in touch with her in the next couple of days to get an idea of when this might be done. The committee was fine with the time he needs to get it done.
3. Occupancy permits inspections: Discussed earlier in the Committee as a Whole meeting this evening. Trustee Matt Trout motioned to table this item and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
4. St. Clair County Update of Building and Property Maintenance Code: Nothing received yet. Seth said it may not even be this year yet.
5. Combination of Plan Commission and Board of Appeals: Seth talked to Attorney Manion about this. If combined into one, the 7th member would be an attorney. Attorney Manion is looking into the legality of it.
6. Comprehensive Plan: We are waiting on electric section from Shane. The plan will come to the board first before a public hearing is held.

Legal and Ordinance Committee Meeting
Wednesday, May 27, 2015

- B. **NEW BUSINESS:** None.
- C. **GENERAL CONCERNS:** None.
- D. **PUBLIC PARTICIPATION:** Janet appreciated what we did for Mr. Whaley.
- E. **ADJOURN:** *Trustee Matt Trout motioned to adjourn at 5:15 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

LEGAL ORDINANCE MEETING
JUNE 24, 2015

Gary Henning Zoning Administrator

8--Occupancy Permits issued to date in June 2015

2--Building Permits issued in to date in June 2015:

1-Wrecking

1-New Garage Addition

Nuisances Corrected to date in June--12 (Ernst building is gone)

Current Nuisances:

Trailer at Peabody Road and Route 15. An agreement has been reached between the owner and Karen Blomenkamp for trailer to be stored on her property. Bill has cleared all weeds, etc from around trailer so they can change tires and move to Karen Blomenkamp's as soon as ground is dry enough.

Working with owner #5 Lakeview Drive to replace roof - any strong wind and loose shingles fly into neighbor's yard. He has purchased the shingles and waiting on son and friend to do the work. Hopefully completed by end of June.

Sent second certified mail letter to the Johnson's in Marion IL that property at 910 Wingmead owned by them was cut with bush-hog and unacceptable-weeds and grass was still over 8 inches in places. They were advised to cut as a yard in SR-1 residential area or Village would cut and send bill directly to them. Have until Thursday June 25th to correct the problem. (Extended deadline for 1 week due to rain)

Sent first certified mail letter to Trevor Meyer owner of the property at 5939 Countryside Lane notifying him about weeds and grass exceeding 8 inches in height-Mr. Meyer's home address is in Belleville. He has until Friday June 26th, 2015 to correct the nuisance. (Extended deadline for 1 week due to rain)

NEW BUSINESSES WORKING:

LOG LOGISTICS INC.--Tony, I, Shane, John, and Larry Mensing (Building Inspector for St. Clair County) met with the owners, Michelle and Jerry Reed, to iron out plans for the Company and time table for construction in March. In process of issuing permits soon.

FREEBURG AUTO BODY-- Grand Opening Ribbon Cutting Ceremony will be later--Jerry Kesler will give us a 2-3 week notice.

TROPICAL SNO--Opened two weeks ago. Check it out if you get a chance.

Dear Community Leader:

As Comptroller of Illinois, I see local governments forced to choose between raising taxes and fees or slashing budgets and vital services.

In response, the State of Illinois created the Local Debt Recovery Program (LDRP). LDRP offers your local government entity a unique opportunity to marshal the resources of the Illinois Office of the Comptroller - at no fee to your office - to collect unpaid debt such as parking tickets, water and sewer bills, traffic fines, ordinance violations, and other fines and fees.

As a leader in your community, you have been entrusted with important responsibilities that include key financial duties for your local government entity. Take a moment to learn about LDRP and how this valuable tool can benefit your citizens. Please do not hesitate to contact us with questions or comments at (312) 814-2488.

Best regards,


Leslie Geissler Munger
Illinois State Comptroller



WHAT IS THE LOCAL DEBT RECOVERY PROGRAM?

The Local Debt Recovery Program (LDRP) allows the Illinois Office of the Comptroller, through an intergovernmental agreement, to recover unpaid debt such as parking tickets, municipal service fees, traffic fines, ordinance violations, tuition or student fees, court fees, and other types of outstanding obligations on behalf of municipalities, Clerks of Circuit Courts, housing authorities, community colleges, and other local government entities.

HOW LDRP WORKS

- Working with an assigned Program Manager who will outline the legal and resource requirements to participate, a local government entity enters into an intergovernmental agreement (IGA) with the Illinois Office of the Comptroller.
- The Comptroller's office "matches" unpaid debt records for up to the past seven years from the entity's system against the Comptroller's records.
- Prior to the Comptroller issuing a state check for items such as a tax refund, lottery payout, commercial payment, or payroll check, the amount owed to the entity plus an administrative fee will be deducted.
- The debtor is then provided a notice and given 60 days to protest the offset with the Comptroller's office. If no protest is made during the 60-day period, the amount owed is transferred to the entity.
- LDRP is designed to work within privacy protection and fair debt collection laws. Restrictions and limitations governing involuntary withholdings apply.



IDROP: FASTER, EASIER, AND BETTER

With "real world" input from our earliest participants, our IT experts developed the web-based Illinois Debt Recovery Offset Portal (IDROP) making participation in LDRP even easier.

Using IDROP, local governments connect directly to IOC to submit and manage debt claims online. Instant user messaging takes the guess work out of transmitted files resulting in fewer rejected claims, and users have detailed, real-time claim records at their disposal.

With the implementation of IDROP, local government staff spends less staff time maintaining records in a user-friendly and secure web-based environment featuring better, updated information for reports and planning.



LOCAL
DEBT
RECOVERY



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Village and Board of Trustees of the Council or President and Board of Trustees of Freeburg Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: North Main Street, NA, 515 North Main, 613 North Main.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Excavating and installing strom sewer drainage with storm inlets, driveway pavement removal and replacement, and all incidental items to complete the project as proposed

and shall be constructed varies wide and be designated as Section

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Thousand Dollars (\$70,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Jerry Menard Clerk in and for the Village of Freeburg City, Town or Village County of St. Clair, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Village President and Board of Trustess Council or President and Board of Trustees at a meeting on Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

ORDINANCE NO. 1551

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
PRELIMINARY/CONSTRUCTION AGREEMENT FOR MOTOR FUEL TAX FUNDS BETWEEN
THE VILLAGE OF FREEBURG, ILLINOIS AND RHUTASEL AND ASSOCIATES, INC.,
FOR THE N. MAIN STREET DRAINAGE IMPROVEMENTS

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 Preliminary/Construction Engineering Agreement for Motor Fuel Tax Funds in the amount of \$70,000 described in the attached Agreement and;

WHEREAS, said Agreement details the drainage improvements along Main Street including storm sewer, inlets, driveway pavement, earthwork, and all incidental work as needed to complete the plans as proposed from 515 N. Main Street to 613 North Main Street; and

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds 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 Preliminary/Construction Engineering Agreement for Motor Fuel Tax Funds attached hereto as "Exhibit A" and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Preliminary/Construction Engineering 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 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 6th DAY OF JULY, 2015.

YEAS _____

NAYS _____

ORDINANCE NO. 1551 cont.

ABSENT _____

ABSTAIN _____

Approved this 6th day of July, 2015.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney

Municipality Freeburg	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Rhutasel and Associates, Inc.
Township Smithton				Address 4 Industrial Drive, P.O. Box 97
County St. Clair				City Freeburg
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Section Description

Name North Main Drainage Route NA Length 0.10 miles Structure No. _____
Termini 515 North Main to 613 North Main

Description

Drainage Improvements along Main Street including storm sewer, inlets, driveway pavement, earthwork, and all incidental work needed to complete the plans as proposed.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare ~~Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.~~
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **The actual cost of performing the work using the current hourly Compensation Schedule not to exceed \$22,500 without the LA's prior authorization.**
 - b A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Redmen	_____
Inspectors	_____
<u>All Grade Classifications</u>	<u>Attached</u>
<u>Reimbursible Expenses</u>	<u>Attached</u>
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. **Said Adjustments will occur annually on Jan. 1.**

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, ~~90~~ **100** percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, ~~90~~ **100** percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. ~~Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.~~

By mutual agreement, partial payments, not to exceed ~~90~~ **100** percent of the amount earned, may be made from time to time as the work progresses.

4. ~~That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.~~
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. **the current Compensation Schedule.** It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, ~~his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.~~ **for the additional hours and reimbursable expenses per the current Compensation Schedule.**
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Freeburg of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Board ,

Jerry Lynn Menard Village Clerk

By _____

(Seal)

Title: Seth Speiser, Village President

Executed by the ENGINEER:

Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97

ATTEST:

Freeburg, IL 62243

By *Sidney W. LeGrand*

Gale E Hake

Title: Sidney W. LeGrand, Secretary

Title: Gale Hake, Vice-President

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

**RHUTASEL and ASSOCIATES, INC.
COMPENSATION SCHEDULE**



HOURLY RATES

Principal Engineer	\$165/hour
Sr. Project Engineer.....	\$137/hour
Structural/Sr. Civil Engineer	\$155/hour
Project Engineer	\$105/hour
Principal Surveyor	\$165/hour
Project Surveyor	\$105/hour
Resident Engineer.....	\$120/hour
Design/Construction Engineer.....	\$95/hour
Design Surveyor	\$88/hour
Resident Technician	\$95/hour
Technician V.....	\$90/hour
Technician IV	\$80/hour
Technician III	\$67/hour
Technician II.....	\$56/hour
Technician I	\$45/hour

REIMBURSABLE EXPENSES

Travel.....	\$0.55/mile
Nuclear Density Gauge (Troxler).....	\$150/½ day
B&W Photocopies	\$0.15/copy
Color Photocopies.....	\$1.50/copy
Large Format Prints	\$3.00/sheet
All Other Expenses including Subconsultants.....	Cost + 20%

Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.

If assignment requires overtime (over 8 hours per day) Monday through Friday or anytime on Saturday, these rates will be increased 50% (one and a half time) for those overtime hours. If assignment requires overtime on Holidays or Sundays, these rates will be increased 100% (double time) for those overtime hours. There will be a four (4) hour minimum charge on all weekend and Holiday assignments.