

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

September 14, 2015

NOTICE

MEETING OF THE PUBLIC WORKS COMMITTEE Trash/Water/Sewer (Pruett/Blaies/Matchett/Niebruegge)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, September 16, 2015, at 6:00 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
 - A. Old Business
 1. Approval of August 12, 2015 Minutes
 2. Sewer Project
 3. Sewer issues
 4. Countryside Lane annexations
 5. FSH Minutes
 6. Water Tower Painting
 7. Water Violation – Restricted Status List
 8. Water Line Extension on Rentschler Road
 - B. New Business
 1. FSH Contract
 - C. General Concerns
 - D. Public Participation
 - E. Adjourn

At said Committee Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation, [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)] personnel [5 ILCS, 120/2 - (c) (1)]; or real estate transactions [5 ILCS, 120/2 - (c) (5)].

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Blaies/Matchett/Niebruegge)
August 12, 2015 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
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The Public Works Committee Meeting was called to order at 6::02 p.m. on Wednesday, August 12, 2015, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Matt Trout, Trustee Lisa Meehling (via phone), Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 15, 2015 minutes: *Trustee Elizabeth Niebruegge motioned to approve the July 15, 2015 minutes and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.
2. Sewer project: Administrator Funderburg advised we are getting ready to go out to bid. We have some extra money owed with respect to the railroad permit.
3. Sewer issues: Public Works Director Tolan advised he does not have any issues to report.
4. Countryside Lane annexations: Tony said Attorney Manion knows this project is a priority. John will start putting the line in on our property when the guys have some time. His concern is that he doesn't want to put the pipe in the ground and have to wait. Tony advised there are some property owners on Schiermeier Road having water issues, so he and John are going to look into it.
5. FSH Minutes: Copies of the minutes were provided. John said we've had about 10 days of clear water. He can't say the communication is much better, but hopefully we are back to normal.
6. Water Tower Painting: John advised they are pretty much done with the repairs and priming. The tower is being painted and John believes we are 3-4 weeks away from completion.

Trustee Elizabeth Niebruegge motioned to recommend to the full Board we pay Trikote's Pay Request #3 not to exceed \$49,316.40 and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.

7. Water Violation – Restricted Status List: John said we are gearing up for the September testing. He has met with Curry and Associates twice. We are going to have an air diffuser installed at Save site which will test before and after treatment. John said we have future long range plans regarding SAVE site which include possibly putting a water tower up there and looping our system by taking it down White Oaks Club Road to Peabody Road.

8. Scheid/Towers Sewer Connection: John advised both homes are connected. We are waiting on one of the residents to still pay the tap on fee. John said the project went well. With that, John said Alpha Plumbing connected the Pyatt home on N. Main yesterday. Item can be taken off the agenda.

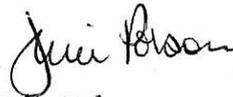
9. Water Line Extension on Rentchler Road: Seth said Mark Ehret is starting his house, so he thinks this topic will start up again.

B. NEW BUSINESS: Mayor Speiser questioned the status of the property owned by Charlie Kaiser. John feels it's a good thing to move forward with this. Tony advised Mayor Speiser he has the authority to move forward. John said we installed a 2-inch tap for the high school concession stand.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn the meeting at 6:13 p.m. and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

Sept. 14, 2015

Village President and Board of Trustees
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Wastewater Collection & Treatment System Improvements – Phase 1B-1
RA #20513

Ladies and Gentlemen:

On Sept. 10, 2015, bids were received for the Village of Freeburg Wastewater Collection & Treatment System Improvements – Phase 1B-1. Please find attached the bid tabulation.

We have reviewed the bids and recommend tentative award of the project to Haier Plumbing & Heating for the amount of \$932,527.62. Please execute the attached Notice of Intent to Award. Upon execution, we will forward the contractor's bid and information to IEPA for their approval.

Very truly yours,

RHUTASEL AND ASSOCIATES, INC.

Tim Pruett, P.E.

Enc.

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

SECTION 00996

NOTICE OF INTENT TO AWARD

TO: Haier Plumbing & Heating, Inc.
(Bidder)

ADDRESS: P O Box 400, 301 N Elkton St., Okawville, IL 62271

OWNER'S PROJECT NO. 20513

PROJECT Village of Freeburg - Wastewater Collection System Improvements - Phase 1B-1

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated July 23, 2015 and Information for Bidders.

You are hereby notified that your Bid will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of Nine Hundred Thirty Two Thousand Five Hundred Twenty Seven and 62/100 (\$932,527.62).

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this 14th day of September, 2015.

Village of Freeburg
(Owner)

By: _____

Village President
(Title)

BID TABULATION

Village of Freeburg

Wastewater Collection System Improvements Phase 1B-1

BID DATE: Sept. 10, 2015; 10:00 A.M.

BIDDER	ADDENDA (√)	BID BOND(√)	TOTAL BID	ALTERNATE
Hank's Excavating, Inc. 5825 W. State Rte 161 Belleville, IL 62233 618-398-5556	√	√	\$1,650,274.15	
Haier Plumbing 301 N. Elkton St. Okawville, IL 62221 618-243-5908	√	√	\$932,527.62	

ENGINEER: RHUTASEL AND ASSOCIATES, INC.
 4 INDUSTRIAL DRIVE, P. O. BOX 97, FREEBURG, IL 62243
 PHONE: (618) 539-3178 FAX: (618) 539-3174

VILLAGE OF FREEBURG
WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS - PHASE IB

Bid Tabulation
 9/10/2015

Item	Unit	Quantity	HAIER PLUMBING OKAWVILLE, IL		HANK'S EXCAVATING BELLEVILLE, IL		ENGINEER'S ESTIMATE RHUTASEL AND ASSOCIATES FREEBURG, IL	
			Cost/Unit	Cost	Cost/Unit	Cost	Cost/Unit	Cost
NORTH TRUNK SEWER EXTENSION								
1	L.F.	673	\$55.00	\$37,015.00	\$178.45	\$120,096.85	\$60.00	\$40,380.00
2	L.F.	2151	\$72.00	\$154,872.00	\$187.95	\$404,280.45	\$70.00	\$150,570.00
3	L.F.	1568	\$104.00	\$163,072.00	\$171.75	\$269,304.00	\$80.00	\$125,440.00
4	L.F.	160	\$130.00	\$20,800.00	\$135.50	\$21,680.00	\$200.00	\$32,000.00
5	Each	5	\$3,500.00	\$17,500.00	\$4,130.00	\$20,650.00	\$3,000.00	\$15,000.00
6	Each	11	\$4,000.00	\$44,000.00	\$8,430.00	\$92,730.00	\$4,000.00	\$44,000.00
7	Each	2	\$4,900.00	\$9,800.00	\$13,618.00	\$27,236.00	\$5,000.00	\$10,000.00
8	L.F.	150	\$420.00	\$63,000.00	\$874.00	\$131,100.00	\$700.00	\$105,000.00
9	L.F.	435	\$100.00	\$43,500.00	\$44.00	\$19,140.00	\$60.00	\$26,100.00
10	L.F.	580	\$68.00	\$39,440.00	\$168.80	\$97,904.00	\$80.00	\$46,400.00
11	L.F.	1015	\$18.00	\$18,270.00	\$22.55	\$22,888.25	\$25.00	\$25,375.00
12	L.F.	3537	\$2.26	\$7,993.62	\$4.30	\$15,209.10	\$5.00	\$17,685.00
13	Each	5	\$1,200.00	\$6,000.00	\$962.00	\$4,810.00	\$1,500.00	\$7,500.00
NORTH TRUNK SEWER EXT SUBTOTAL				\$625,262.62		\$1,247,028.65	As Read	\$645,450.00
DEERFIELD RELIEF SEWER								
1	L.F.	970	\$155.00	\$150,350.00	\$122.00	\$118,340.00	\$250.00	\$242,500.00
2	L.F.	12	\$150.00	\$1,800.00	\$635.00	\$6,420.00	\$80.00	\$960.00
3	Each	1	\$9,800.00	\$9,800.00	\$23,364.00	\$23,364.00	\$4,000.00	\$4,000.00
4	Each	2	\$10,000.00	\$20,000.00	\$25,278.00	\$50,556.00	\$5,000.00	\$10,000.00
5	L.F.	55	\$100.00	\$5,500.00	\$286.00	\$15,730.00	\$100.00	\$5,500.00
DEERFIELD RELIEF SEWER SUBTOTAL				\$187,450.00		\$214,410.00		\$262,960.00
MH 317 TO OLD FREEBURG ROAD								
1	L.F.	2350	\$33.00	\$77,550.00	\$47.15	\$110,802.50	\$55.00	\$129,250.00
2	Each	7	\$2,400.00	\$16,800.00	\$2,878.00	\$20,146.00	\$4,000.00	\$28,000.00
3	L.F.	290	\$38.00	\$11,020.00	\$41.50	\$12,035.00	\$50.00	\$14,500.00
4	L.F.	40	\$95.00	\$3,800.00	\$312.00	\$12,480.00	\$80.00	\$3,200.00
5	L.F.	64	\$70.00	\$4,480.00	\$249.00	\$15,936.00	\$80.00	\$5,120.00
	L.F.	2055	\$3.00	\$6,165.00	\$8.40	\$17,262.00	\$5.00	\$10,275.00
MH 317 TO OLD FREEBURG ROAD SUBTOTAL				\$119,615.00		\$188,661.50	As Read	\$190,345.00
PROJECT TOTAL				\$932,527.62		\$1,650,100.15	As Read	\$1,098,755.00

Illinois Environmental Protection Agency
P.O. Box 19276, Springfield, IL 62794-9276
Pre-application for Loan Assistance for Wastewater Facilities
Annual Filing Deadline: March 31

1. Legal Name of Applicant:

Village of Freeburg

2. Address:

14 Southgate Center

Freeburg, Illinois 62243

3. Location Information:

a) County St. Clair

b) U.S. Congressional District # 12

c) Illinois House District # 114,116

d) Illinois Senate District # 57,58

4. Authorized Representative:

Name: Seth Speiser

Title: Village President

Phone: (618) 539-5545

5. Engineer:

Name: Larry J. Rhutasel

Firm: Rhutasel and Associates, Inc.

Address: 4 Industrial Drive

Phone: (618) 539-3178

P.O. Box 97

Freeburg, Illinois 62243

Agency Use Only:

Date Received: _____

Project Number: _____

_____ New App. _____ Renewal App.

6. Type of Project:

Check only one (1) and provide **current** tributary population of proposed service area, if requested. One population equivalent (P.E.) is either a single resident or equivalent (.17 lbs. BOD₅ per day).

- a. Service Continuation (Repairing or upgrading of existing sanitary sewer or treatment facilities) _____ P.E.
- b. Service Expansion (Increasing treatment capacity transport capacity or providing new service)
 - 1) Sewage treatment plant _____ 4500 _____ P.E.
 - 2) Collection System Expansion _____ P.E.
 - 3) Interceptor Sewer Construction _____ P.E.
- c. New Service (Unsewered community) _____ P.E.
- d. Combined Sewer Service (Alleviation of flooding problems)

7. Description of Proposed Treatment Facilities Including Cost Estimates:

(Attach additional pages if necessary)

Estimated Cost:
\$ 6,617,500

Replacing 42 year old WWTF with new SBR WWTF

8. Location of Discharge Point of Wastewater Treatment Facilities:

Complete a) or b).

a. Discharge will continue at an existing facility:

- 1) Name of Treatment Facility Village of Freeburg - West STP
- 2) NPDES Number IL00 IL0032310

b. Discharge will occur from a new facility to: Kinney Branch of Richland Creek
(Name of receiving stream)

9. Proposed Project Schedule:

Indicate "complete" or anticipated date of completion, as appropriate.

- a. IEPA Approved Facility Plan Oct. 2015
- b. Plans and Specifications Completed Aug. 2016
- c. User Charge System and Sewer Use Ordinance Aug. 2016
- d. Advertise for Bids Nov. 2016
- e. Contract Award Jan. 2017
- f. Completion of Construction Jan. 2018

I, Seth Speiser, hereby request that this project be scored for inclusion on the IEPA Project Priority List for loan assistance.

Date / / Authorized Representative _____

IEPA – Facilities Planning Submittal Checklist

Before the Agency will begin review of a Facilities Plan, **ALL of the items below** comprising the basic minimum requirements of a Facilities Plan must be included and the **page number(s) of ALL items** noted. **If any of the basic information is not provided the planning and loan application will be returned.**

Facilities planning should contain all pertinent information detailed in Adm. Code 35 Section 365.520(e). Loan Applicant should be familiar with their planning responsibilities as detailed in Section 365.520 and 530.

Loan Applicant: Village of Freeburg Agency Use: L17

Consulting Engineer: Larry Rhutase1 (RAAI) Phone: 618-539-3178

Project Description: Replace 42 year old Contact Stabilization / Extended Aeration Plant with new SBR plant, screening, grit removal and mechanical sludge dewatering facilities. The Facilities Plan Update reduces future capacity needs due to declining growth rate of Freeburg.

Page(s)

2 Loan applicant's background information including location, historical population, makeup of customer base, conditions affecting growth, and 20 year design population/customer base.

Detailed description of the EXISTING collection system and treatment facilities, along with a clear identification for the need of the proposed project(s).

NA Where applicable, information regarding an anti-degradation analysis pursuant to Ill. Adm. Code 35 Section 302.105 for a new or modified NPDES Permit.

Discussion of wastewater treatment plant's compliance with NPDES permit limits (if applicable).

& Appendix Basis of Design for Chosen Alternative. The preliminary engineering data should include, to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. to demonstrate that the proposed project will be designed in accordance with 35 Ill. Adm. Code 370.

Cost & Effectiveness Analysis. Prior to choosing a methodology for attaining the project's goal, both the cost and effectiveness of various alternatives were evaluated. See page 4.

Inventory of environmental impacts of chose alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts. The discussion should address at a minimum; rare and endangered species, historic and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains and other sensitive environmental areas.

Note: The IEPA Loan Applicant Environmental Checklist must be signed by the
applicable sign off before a final Planning approval can be issued.

IEPA – Facilities Planning Submittal Checklist

Page(s)

- Attached Reproducible 8.5 x 11 inch map(s) showing the project(s) location(s) relative to the community.
- 7 Detailed cost estimate for the alternative selected. Include cost items for design engineering, construction engineering, bidding, legal, construction and construction contingency.
- 8-9 Implementation plan for the proposed project including the anticipated construction schedule; necessary financial arrangements for assuring adequate annual debt service and O, M & R coverage requirements; and a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.
- 9 Detailed description of the existing residential rate structure, average water consumption or the basis for billing, current average monthly residential bill, any proposed rate changes and the proposed average monthly residential bill as a result of the project(s).
(See Page 3)
- One copy** of completed Existing User Charge and O, M, and R Certification Sheet found on page 3 (attached) should be submitted with the Facilities Plan.

Three Copies of the Facilities Plan and related documents should be submitted along with one (1) copy of this completed checklist to:

Infrastructure Financial Assistance Section (IFAS)
Illinois Environmental Protection Agency
1021 North Grand Ave. East
P.O. Box 19276
Springfield, Illinois 62794-9276

IFAS will distribute the planning documents to the appropriate Agency staff for review, comment and approval. IFAS will contact the loan applicant if further information is needed. Please use the space below for any special instructions or notes.

**Water Pollution Control Loan Program (WPCLP)
Facilities Planning Certification of Cost and Effectiveness Analysis**

Loan Applicant Village of Freeburg **Project No.** _____

Section 602(b)(13) of the federal Water Pollution Control Act requires all public loan recipients to complete a cost and effectiveness analysis prior to receiving a loan for wastewater-related projects from the State Revolving Fund (SRF).

Please verify that both requirements 1 and 2 have been met by checking the boxes below. The form must be signed by the loan applicant's authorized representative, and the professional engineer who completed the analysis on behalf of the loan applicant, as applicable.

- 1. Loan applicant has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under the Illinois Water Pollution Control Loan Program (WPCLP).

- 2. Loan applicant has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation taking into account the following:
 - a) The cost of constructing the project or activity;
 - b) The cost of operating and maintaining the project or activity over the life of the project or activity; and
 - c) The cost of replacing the project or activity.

We certify that both requirements checked above have been completed for the project. To the best of my knowledge, this information is true and correct.

Village President

Loan Applicant's Authorized Representative: _____
Date

Larry J. Rhutasel

Professional Engineer (P.E.) _____
Date

Rhutasel and Associates, Inc.

Engineering Company Name _____
Date

FSH MONTHLY REPORT

AUGUST MEETING

8/27/15

- ◆ Read Master and Customer meters.
- ◆ Received a call from SCM saying 1 of the pumps was shaking the whole building. I called Don with Haier Plumbing to meet me there. Keith from SLM shut pumps off until we got there. We started up the #1 pump and it ran with no problems. Started the #2 pump and it ran with no problems but then we noticed the #1 pump started spinning backwards. Shut down #2 pump, operated the #1 check valve by hand and found the problem. The checks valves are bad again. #1 worse than #2 so we valved off #1 pump and only have #2 in service.
- ◆ Called Tim Quick with the Mueller Valve Co, the makers of the valves and explained the problem again. He was very helpful and looked into a solution. I sent him pictures of the pumphouse configuration and they agreed those were the wrong valves to have so close to the pumps. They will be sending a different style valve at no cost. Delivery date unknown at this time.
- ◆ Replaced bad pressure regulator on Press Road.
- ◆ Did various JULIE locates.

SLM Water Commission

August 20, 2015

Commissioners met at plant office August 20, 2015 those present: Don Mueller, Mike Jones, Dean Zurliene, Joel Boeving, Andrew Brockhahn, Gerald Daugherty, Gina Stambaugh- Clerk, Plant Manager Rick Schmitt. Absent: Ron Renth & Attorney Tom Benedick. Chairman Don Mueller called meeting to order at 7:00pm.

Chairman called for corrections or approval of July meeting, which were emailed to Commissioners. Moved by Gerald Daugherty to accept, second by Dean Zurliene, motion passed.

Treasure's report: Water Fund \$249.84; Operation & Maintenance \$10,371.70; Money Market Bond & Interest \$223,909.90; Money Market Surplus Account \$53,753.72. Moved by Dean Zurliene to accept, second by Joel Boeving, motion passed.

Bills were presented. Moved by Mike Jones to allow all bills presented, second by Andrew Brockhahn, motion passed.

With the higher bills lately, Gerald Daugherty questioned the easements. Don Mueller said that he will have Attorney Tom Benedick start sending letters. It was also questioned about raising water rates.

OLD BUSINESS

Plant Manager Rick Schmitt made an offer of \$1000 on the used John Deere mower. Dean Zurliene made a motion to sell it for \$1000 to Rick Schmitt, Mike Jones second. All in favor, motion passed.

Hiring of a part time employee was discussed. Rick Schmitt is to write up requirements with \$2.00 an hour under maintenance scale for 60 days. Gina will email to Attorney Tom Benedick to write up form. Gerald Daugherty made a motion for Rick to hire someone but not starting until paperwork is completed, second by Joel Boeving. All in favor, motion carried.

NEW BUSINESS

Rick Schmitt's Manager's report:

- River pump #2 Missouri Machinery repairing \$4300
- Filler media, turbidities running low
- Brooks pump – chemist recommended pump not trusted. Paperwork is going through EPA now to install new pump.
- Water reports are available from water samples taken at plant.
- Pricing new chemical companies
- River is good level, Carlyle is full
- Storage tank painting will be shortly after Labor Day
- Newest Employee Tyler Szczeblewski's three month probation period is over. Since August 1st, he has been running plant shift by himself. Good choice by committee. September he starts health insurance & needs life insurance policy. Motion was made by Mike Jones & second by Andrew Brockhahn to remove from probation and purchase life insurance. All in favor, motion passed.
- Health Insurance brokerage quotes/ self supporting plan. \$7000 month, we are now paying \$12000 a month. This would have less coverage with no vision or dental.

Refinancing of Bonds was discussed. Gerald Daugherty reported that the phone number that he was given was disconnected. This will be a long process, he will look into.

Joel Boeving made a motion and second by Dean Zurliene to end meeting at 7:50pm, motion passed. The next meeting will be Wednesday, Septmeber 16, 2015 at 7pm.

Gina Stambaugh, Clerk



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

Aug. 25, 2015

Village President and Board of Trustees
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: West Water Tower Painting
RA #21214

Ladies and Gentlemen:

Please find attached pay request No. 4 for the Water Tower Painting for \$42,072.20. We recommend approval of the pay request from TriKote, LLC.

Very truly yours,

RHUTASEL AND ASSOCIATES, INC.

Tim Pruett, P.E.

Enc.

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net



TRIKOTE, LLC
 2846 Tiny Ridge Way
 Pacific, MO 63069
 636-393-0397

**SCHEDULE OF VALUES
 APPLICATION & CERTIFICATE FOR PAYMENT**

Project Name: Village of Freeburg Application #: #4
 Project #: 250,000 Gallon Elevated Tank Application Date: August 13, 2015

A Description	Qty.	Unit Price	B Scheduled Value	C Work Completed		D This Period	E Materials Stored (not in C or D)	F Total Completed & Stored to Date (C+D+E)	G Balance to Finish (B-F)
				From Previous Application (C-D)	%				
1 Mobilization & Demobilization, Insurance, Bonds, & Permits	1	9,700.00	\$ 9,700.00	\$ 9,700.00				\$ 9,700.00	100%
2 Interior Blast/ Prime	1	24,000.00	\$ 24,000.00	\$ 4,800.00	\$ 19,200.00			\$ 24,000.00	100%
3 Exterior Blast / Prime	1	54,796.00	\$ 54,796.00	\$ 54,796.00				\$ 54,796.00	100%
4 Interior Paint	1	43,000.00	\$ 43,000.00	\$ -				\$ -	0%
5 Containment	1	50,000.00	\$ 50,000.00	\$ 50,000.00				\$ 50,000.00	100%
6 Exterior Paint	1	102,004.00	\$ 102,004.00	\$ -	\$ 40,802.00			\$ 40,802.00	40%
7 Logo	1	3,000.00	\$ 3,000.00	\$ -				\$ -	0%
8 Demobilization & Seeding	1	1,500.00	\$ 1,500.00	\$ -				\$ -	0%
9	1	-	\$ -	\$ -				\$ -	#DIV/0!
10	1	-	\$ -	\$ -				\$ -	#DIV/0!
11	1	-	\$ -	\$ -				\$ -	#DIV/0!
12	1	-	\$ -	\$ -				\$ -	#DIV/0!
13	1	-	\$ -	\$ -				\$ -	#DIV/0!
14	1	-	\$ -	\$ -				\$ -	#DIV/0!
14	1	-	\$ -	\$ -				\$ -	#DIV/0!
TOTALS			\$ 288,000.00	\$ 119,295.00	\$ 60,002.00	\$ -	\$ 179,298.00	\$ 108,702.00	

F.S.H Contract

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FREEBURG, SMITHTON, HECKER,
WATER COMMISSION

BY: _____
Chairman

ATTEST:

Clerk

VILLAGE OF FREEBURG

BY: _____
President

ATTEST:

Clerk