

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Michael Heap
Lisa Meehling

VILLAGE TREASURER
Bryan A. Vogel

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

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

September 10, 2018

NOTICE MEETING OF THE ELECTRIC COMMITTEE (Blaies/Albers/Heap/Meehling)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, September 12, 2018, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

I. Items to be Discussed

A. Old Business

1. Approval of August 15, 2018 Minutes
2. Customer Issues
3. Freeburg High School LED Lighting Project
4. Solar on Police Expansion

B. New Business

1. Max Sallman and Andy Tolan Step Increase
2. MCI Agreement

C. General Concerns

D. Public Participation

E. Adjourn

At said Electric Committee 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)]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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ELECTRIC COMMITTEE MEETING (Blaies/Albers/Heap/Meehling) Wednesday, August 15, 2018 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, August 15, 2018 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Mike Heap, Trustee Lisa Meehling (via phone), Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Ray Matchett, Trustee Dean Pruett, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer (absent), Head Lineman Shane Krauss, Water/Sewer Department Leader Gregg Blomenkamp, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Todd Peek and Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 11, 2018 Minutes: *Trustee Denise Albers motioned to approve the July 11, 2018 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. Customer Issues: Head Lineman Shane Krauss advised Mr. Herr's electric is still off. He spoke with him today, and Bill asked him some questions regarding his electric. Zoning Administrator Matt Trout confirmed the extension cords are no longer being used. Mr. Herr knows we are waiting for him to make a move on the electric.
3. Freeburg Country Mart LED Lighting Project: Shane advised he is still trying to talk to right people at Freeburg Country Mart regarding this project. IMEA has given approval for it. They are just waiting on the receipts. Shane believes this will be completed soon.
4. Solar on Police Expansion: Public Works Director John Tolan met with Kevin Gaden last week, and advised we are waiting to see what the courts rule. Village Administrator Tony Funderburg said the only thing we could get is a tax break, and we can't get that money. John reminded everyone that the LED lighting money has to be spent by March of next year.

B. NEW BUSINESS:

1. Matt AMann Step Increase: Shane stated Matt has completed his time and training requirements and is ready for the Step 3 level effective August 1st.

Trustee Denise Albers motioned to recommend to the full Board Matt Amann receive his Step 3 increase retroactive to August 1, 2018 at a rate of \$28.58 per hour and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

Electric Committee Meeting Minutes
Wednesday, August 15, 2018
Page 1 of 2

2. Executive Session to Discuss Real Estate, 5 ILCS 120/2-(c)(5):

**EXECUTIVE SESSION
5:37 P.M.**

Trustee Denise Albers motioned to enter Executive Session citing real estate transactions, 5 ILCS 120/2-(c)5 and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

**EXECUTIVE SESSION ENDED
5:54 P.M.**

The committee meeting reconvened at 5:54 p.m.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Denise Albers motioned to adjourn the meeting at 5:54 p.m. and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

Julie Polson

From: Tony Funderburg
Sent: Monday, August 27, 2018 2:06 PM
To: Julie Polson
Subject: FW: LED light conversion money

Please put on the electric agenda.

Tony Funderburg
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243
618/539-5705
618/539-5590 (fax)

From: Frerking, Greg
Sent: Monday, August 27, 2018 11:03 AM
To: Tony Funderburg <tfunderburg@freeburg.com>
Subject: LED light conversion money

Tony,

Sorry, I may be late in asking this.

Is there matching money available again from the Village of Freeburg for replacement LED lamps?

I'd like to purchase more for the school again this year.

I spoke to Rodd Whelpley last year and in reading his emails, I think I need to ask the Village first if there is still money available.

Let me know.

Thanks for all your help.

Greg Frerking
Superintendent
Freeburg Community High School
401 S. Monroe
Freeburg, IL 62243
Office: (618) 539-5533
Fax: (618) 539-4887
frerkiga@fchs77.org

RESOLUTION NO. 18-06

**A RESOLUTION OF THE VILLAGE OF FREEBURG, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE TO ACCEPT AN
ENCROACHMENT AGREEMENT FROM MCI COMMUNICATIONS
SERVICES, INC.**

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into an Encroachment Agreement between the Village and MCI Communications Services, Inc., for the purpose of gaining access to, and an easement for, certain property located within the Village (specifically, Meadow Pines, a subdivision, the legal description of which is specifically set forth in “Exhibit A”); and

WHEREAS, MCI Communications Services, Inc., is agreeable to allowing such an Encroachment Agreement; and

WHEREAS, accordingly, the Village and MCI Communications Services, Inc., desire to enter into such an Encroachment Agreement; and

WHEREAS, a copy of said Encroachment Agreement is attached hereto, marked “Exhibit A,” and made a part hereof; and

WHEREAS, the Village believes that same is in the best interest of the Village, and will further improve the health, safety and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Encroachment Agreement between the Village and MCI Communications Services, Inc., a copy of which is attached hereto as “Exhibit A.”

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

SECTION 4: Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 17th DAY OF SEPTEMBER, 2018.

RESOLUTION NO. 18-06 cont.

Vote Recorded:

AYES: _____

NAYS: _____

ABSENT: _____

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form: _____

Frederick W. Keck, Village Attorney
Weilmuenster & Keck, P.C.

DOCUMENT PREPARED AND
RECORDING REQUESTED BY



AFTER RECORDING RETURN TO:

VERIZON - FRANCHISE & RIGHT OF WAY GROUP
Attn. Alan Goodrich, Right of Way Management
600 Hidden Ridge, Room E 02EG228
Irving, Texas 75038

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (“this Agreement”) is made and entered into as of the _____ day of September, 2018, by and between MCI COMMUNICATIONS SERVICES, INC., a Delaware corporation, successor in interest to MCI WorldCom Network Services, Inc., having an office at 600 Hidden Ridge, Irving, Texas 75038 (“Company”), and the VILLAGE OF FREEBURG, ILLINOIS, having an address at 14 Southgate, Freeburg, Illinois 62243

WITNESSETH:

WHEREAS, MCI Communications Services, Inc. (Company) is the owner of a certain easement & pipeline known as the PD-10 Pipeline (the “Pipeline”) located on, over, under, and across the following described tract of land in the County of St. Clair County, State of Illinois, to wit:

Meadow Pines, a subdivision, being part of the S.E. ¼ of Sec. 24, T-1-S, R-8-W of the 3rd P.M. and part of the S.W. ¼ of Sec. 19, T-1-S, R-7-W of the 3rd P.M., St. Clair County, Illinois, Village of Freeburg.

Part of the above-mentioned subdivision property description was granted to MCI WorldCom Network Services, Inc. by a “Partial Release and Grant of Right of Way” Agreement dated May 9, 2005 and recorded in Book 4189, Page 927, recorded in the office of Recorder of Deeds of St. Clair County, Illinois.

WHEREAS, the Village of Freeburg has or plans to place an underground electric distribution system within the Easement (“the Encroachment”); said Encroachment more particularly shown on Exhibit A attached hereto and made a part hereof;

WHEREAS, the Village of Freeburg desires to obtain Company’s consent to encroach on the Pipeline and Easement;

WHEREAS, the Company under the terms hereinafter stated, is willing to accommodate the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

1. Village of Freeburg shall indemnify, save, hold harmless, and, at Company’s option, defend Company, its affiliated companies and its and their directors, officers, employees,

representatives, and agents from and against any and all claims, demands, costs (including, without limitation, attorney's and expert witnesses fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings resulting from any injury to or death of any person or persons or resulting from any damage to or loss of property, including, but not limited to, the Pipeline, environmental damages or the release of any Hazardous Materials (as defined herein), or other business losses, including those made or incurred by Company or its affiliated companies and its and their directors, officers, employees, representatives, or agents, or third parties, or governmental agencies, in any way arising from or connected with the existence, construction, operation, maintenance, or removal of the Encroachment, except those determined to have occurred as a result of Company's negligence. As used in this Agreement, "Hazardous Materials" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; in the Superfund Amendments and Reauthorization Act ("SARA") or regulations promulgated under SARA; in the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; or in any other federal, state, or local legislation or ordinances applicable to the Equipment. The term "Hazardous Materials" includes any materials or substances whose release or threatened release may pose a risk to human health or the environment or impairment of property values and shall also include, without limitation: (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead, (d) transformers or other equipment which contains dielectric fluid containing levels of polychlorinated biphenyls of 50 parts per million or more, and (e) petroleum in any form.

2. In the event the existence, construction, operation, maintenance, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company's access to, operation, maintenance, and inspection of the Pipeline and Easement or the facilities located in the Pipeline, the Village of Freeburg, its successors and assigns, agree to reimburse and indemnify Company for any and all such costs that would not have occurred but for the existence of the Encroachment.

3. Company and the Village of Freeburg agree that the existence of the Encroachment does not constitute a waiver of Company's express rights under the right of way grant or any other rights with respect to the Easement, which may be implied at law or equity.

4. Company and the Village of Freeburg agree that: the proposed underground electric distribution system will be placed in the outer northwest portion of the company's easement proximate to lot 29, Bristlecone Drive, lots 52, 53, 54, 55, 56, 57, 88, 89, 90, 91, 92, 93 of the proposed Meadow Pines Subdivision.

5. Except as herein provided, Village of Freeburg will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind either on, above, or below the surface of the Easement within which the Pipeline is located, or change the grade thereof, or cause or permit these things to be done by others, without the express written permission of Company, which may be withheld at Company's sole discretion.

6. In the event either party breaches any of the terms, covenants, or provisions of this Agreement, and the other party commences litigation to enforce any provisions of this Agreement and is successful, the cost of attorney's fees and the attendant expenses will be payable to the successful party upon demand.

7. The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefits of the parties hereto, and their successors, heirs, executors, administrators, personal representatives, and assigns.

The name of Williams Telecommunications Company was changed to WTG - West, Inc., effective January 20, 1988.

WTG - West, Inc. was merged into WilTel, Inc., effective March 31, 1992.

The name of WilTel, Inc. was changed to WorldCom Network Services, Inc., effective February 22, 1995.

WorldCom Network Services, Inc. was merged into MCI WORLDCOM Network Services, Inc., effective September 30, 1999.

The name of MCI WORLDCOM Network Services, Inc. was changed to MCI Network Services, Inc., effective June 1, 2005.

By that certain Contribution Agreement dated December 31, 2005, the operating assets of MCI Network Services, Inc. were transferred to MCI Communications Services, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MCI COMMUNICATIONS SERVICES, INC.,

By: _____
Name: _____
Title: _____

VILLAGE OF FREEBURG, ILLINOIS

By: _____
Name: _____
Title: _____

[Acknowledgments on Following Page]

STATE OF TEXAS }
 } ss
COUNTY OF DALLAS }

Before me, a Notary Public, on this day personally appeared Gisela Macedo, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public: _____

Printed Name: _____

My Commission Expires:

[S E A L]

STATE OF ILLINOIS }
 } ss
COUNTY OF _____ }

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public: _____

Printed Name: _____

My Commission Expires:

[S E A L]