

## REGULAR BOARD MEETING AGENDA – OCTOBER 16, 2017 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 – 1. October 2, 2017 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for October 16, 2017 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
  - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions –
  - 11 – 1. Combined Planning/Zoning Board Recommendation Regarding RCC1, Inc. Rezoning Request
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids –
14. Resolutions –
15. Ordinances –
  - 15 – 1. Ordinance #1638: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute the Illinois Public Works Mutual Aid Network Agreement – **Exhibit D**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
  - 19 – 1. Electric Committee Meeting – Wednesday, October 11, 2017 – 5:30 p.m. – **Exhibit E**
  - 19 – 2. Water/Sewer Committee Meeting – Wednesday, October 11, 2017 – 5:45 p.m. – **Exhibit F**
    - 19-2a. Recommend Entering into Illinois Public Works Mutual Aid Network – see item #15-1
  - 19 – 3. Streets Committee Meeting – Wednesday, October 11, 2017 – 6:00 p.m. – **Exhibit G**
    - 19-3a. Recommend NuToys Playground and Surface at a cost of \$62,129 – **Exhibit H**
    - 19-3b. Recommend Hire of Richard Mense, Dave Behrmann for Part-Time Leaf Collection Help
20. Upcoming Meetings
  - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, October 25, 2017 – 5:30 p.m.
  - 20 – 2. Finance Committee Meeting – Wednesday, October 25, 2017 – 5:45 p.m.
  - 20 – 3. Personnel/Police Committee Meeting – Wednesday, October 25, 2017 – 6:00 p.m.
  - 20 – 4. Board Meeting – Monday, November 6, 2017 – 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  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers  
Dean Pruett  
Mathew Trout  
Lisa Meehling

# 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

EXHIBIT A  
VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Michael J. Schutzenhofer

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

## VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, OCTOBER 2, 2017 @ 7:30 P.M.

**CALL TO ORDER:** Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, October 2, 2017, 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 Bert Pruett – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Ramon (Ray) Matchett, Jr. – here; Trustee Mathew (Matt) Trout – here; Trustee James (Mike) Blaies – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Speiser announced there is a quorum.

### EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Tuesday, September 5, 2017 for approval.

*Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Tuesday, September 5, 2017, and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.*

### EXHIBIT B:

Mayor Speiser stated we have the minutes of the previous Regular Board Meeting Monday, September 18, 2017 for approval.

*Trustee Mathew Trout motioned to accept the minutes from the previous Regular Board Meeting Monday, September 18, 2017 and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.*

### EXHIBIT C:

#### FINANCE:

#### Finance Committee Meeting:

Trustee Albers called the meeting of Finance to order at 5:49 p.m. on Wednesday, September 27, 2017.

Village of Freeburg Board Meeting Minutes  
Monday, October 2, 2017  
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1. **REVIEW OF BOARD LISTS:** Trustee Albers stated we reviewed the Board Lists there were some questions which were answered. Trustee Albers said she asked how the employees like the Guardian program, and Village Administrator Tony Funderburg advised the committee it has been an accounting disaster. Public Works Director John Tolan commented he and his employees use the benefits. We are all interested to see how it will affect our taxes.

2. **REVIEW OF INVESTMENTS:** Trustee Albers stated we have a CD renewing in December 2017.

3. **INCOME STATEMENT:** Trustee Albers said we reviewed the Income Statement. Trustee Albers stated the Electric Department is over budget. Village Administrator Tony Funderburg advised us we have Windows 98 and had to upgrade in order for the SCADA to work properly and be protected from cyber-attacks. We were also brief by Village Administrator Tony Funderburg regarding the current budget. Village Administrator Tony Funderburg stated some line items are hard to budget, such as overtime, vacation payouts and compensatory time payouts.

**TREASURER'S REPORT:** Trustee Albers said Treasurer Bryan Vogel was presented with the treasurer's report. Trustee Albers said she did asked Treasurer Bryan Vogel to draft a quick summary of the audit that we are going to have to approve tonight. Trustee Albers process to read the quick draft that Treasurer Bryan Vogel prepared.

*Trustee Denise Albers motioned to recommend to approve the 2017 Audit and Trustee Roman Matchett, Jr. seconded the motion.* **ROLL CALL:** Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee James Blaies – aye; Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

#### **OLD BUSINESS:**

1. Newsletter: Trustee Albers said the 4<sup>th</sup> quarter newsletter has been sent out with all of the Fall Season information for the community. We will be posting the leaf pick on the website for the residents.

**NEW BUSINESS:** None.

**TREASURER'S REPORT:** None.

**ATTORNEY'S REPORT:** None.

#### **EXHIBIT E:**

**ESDA REPORT:** Mayor Speiser stated ESDA Coordinator Gene Kramer will not be here tonight. Gene's ESDA report is in our board packet, please review it. If you have any questions please call Gene.

**PUBLIC PARTICIPATION:** None.

Village of Freeburg Board Meeting Minutes

Monday, October 2, 2017

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**EXHIBIT F:**

**REPORTS AND CORRESPONDENCE:**

1. Zoning Administrator's Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Gary Henning. Zoning Administrator Gary Henning reminded everyone there will be a Public Hearing on Monday, October 16, 2017 at 6:00 p.m...

**RECOMMENDATIONS OF BOARDS AND COMMISSIONS:** None.

**CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS:** None.

**BIDS:** None.

**RESOLUTIONS:** None.

**ORDINANCES:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**APPOINTMENTS:** None.

**COMMITTEE MEETING REPORTS:**

**EXHIBIT G:**

**Legal/Ordinance Committee Meeting:**

Trustee Bert Pruett called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, September 27, 2017

**The following item or items were talked about or discussed:**

1. Zoning Report/Nuisance Properties: We discussed a nuisance property situation that we have been dealing with for some time. The Village Attorney Fred Keck and Zoning Administrator Gary Henning went out the property the next day to look at it. Village Attorney Fred Keck will work on this issue with Mr. Moerchen's attorney, Al Paulson.

**NEW BUSINESS:** Trustee Pruett stated there is a farmer's market coming in to town.

**EXHIBIT H:**

**Personnel/Police Committee Meeting:**

**The following item or items were talked about or discussed:**

Trustee Elizabeth Meehling called the meeting of Personnel/Police to order at 6:23 p.m. on Wednesday, September 27, 2017.

**POLICE:**

**OLD BUSIENSS:**

1. Police Department Expansion: Trustee Meehling said we did discussed the police department expansion. We were provided with a rough estimate for the shell of the building from LRB. Trustee Meehling said she is concerned about all of the other needs for the building. Trustee Meehling stated this estimate was not the total building cost. We agreed to have Village Administrator Tony Funderburg to prepare a RFP to get the bid process going. There are current funds available. Village Administrator Tony Funderburg believes it should be financed over 20 years, others on the committee thinks we should shorten that.

**NEW BUSINESS:**

1. Attorney General Opinion on 911 Call Recording: Trustee Meehling said Attorney Fred Keck stated Attorney General Lisa Madigan is all about transparency. In the case cited, she found that 911 calls are subject to public disclosure under FOIA.

2. Drug and Alcohol Testing Policy for Officer Involved Shootings: Trustee Meehling stated that Attorney Fred Keck advised us a new law went into effect on August 25<sup>th</sup>, stating officers have to be tested if they are involved in a shooting. Attorney Keck will work on a MOU to incorporate this into the police Collective Bargain Agreement.

3. Requests for Stop Signs at North Main Street/West St. Clair & School Zone Sign by St. Joe's School: Trustee Meehling said the committee asked Chief of Police Mike Schutzenhofer to look into adding a stop sign at North Main and West St. Clair. Chief Schutzenhofer stated he did look into this issue, and he doesn't see who will benefit from the stop sign located at that location. He thinks it becomes a safety issue for the fire department. The committee agreed not to place a stop sign there. We agreed on the school zoning sign on Alton Street at St. Joe's.

**PERSONNEL:**

**OLD BUSINESS:**

1. Cleaning Bids for Village Hall: Trustee Meehling stated the committee discussed going out for cleaning bids for the village hall. Village Administrator Tony Funderburg advised us we have a cleaning firm in place.

**NEW BUSINESS:**

1. Job Descriptions: Trustee Meehling said we discussed job descriptions. Trustee Meehling said Village Administrator Tony Funderburg put a lot of work into these job descriptions and much more inclusive. Village Administrator Funderburg said when he receive any further suggestions, he will send them out for review and will then move forward. Trustee Meehling stated Attorney Fred Keck recommends using an ordinance to adopt the appointed positions job descriptions. Those will need to be place in the code book. Once the job descriptions are completed, we will concentrate on completing the employee handbook.

Trustee Meehling stated Public Works Director John Tolan received a complaint regarding the slag that was used on the roads.

Public Works Director John Tolan did research on this and he provided us with material safety data sheet as well as an informational article regarding the two main kinds of slag and its effects. Village Administrator Tony Funderburg gave us an update on what Father Mark said about the school zoning sign being placed at St. Joe's School.

**Upcoming Meetings:**

Combined Planning and Zoning Board – Tuesday, October 10, 2017 – 6:00 p.m.  
Electric Committee Meeting – Wednesday, October 11, 2017 – 5:30 p.m.  
Water/Sewer Committee Meeting – Wednesday October 11, 2017 – 5:45 p.m.  
Streets Committee Meeting – Wednesday, October 11, 2017 – 6:00 p.m.  
Combined Planning and Zoning Board Hearing – Monday, October 16, 2017 – 6:00 p.m.  
Board Meeting – Monday, October 16, 2017– 7:30 p.m.

**VILLAGE MAYOR & TRUSTEES' COMMENTS:**

**Trustee Denise Albers** – No thank you.

**Trustee Elizabeth (Lisa) Meehling** – No thank you.

**Mathew Trout (Matt)** – Matt said don't forget the Chili Cook Off will be October 14. Matt said they are still looking for more sponsors. We also need some volunteers in the beer stand and the welcome tent. If you would like to work please sign up tonight.

**Village Clerk Jerry Menard** – No thank you.

**Trustee James (Mike) Blaies** – No thank you.

**Trustee Ramon (Ray) Matchett, Jr.** – No thank you.

**Trustee Bert (Dean) Pruett** – No thank you.

**Staff Comments:**

**Village Administrator Tony Funderburg** – Just to let everyone know the meeting being held on October 10<sup>th</sup> is on the new subdivision out there by Wolf Road. If anyone can make that meeting try to do so.

**Public Works Director John Tolan** – No thank you.

**Chief of Police Mike Schutzenhofer** – No thank you.

**Zoning Administrator Gary Henning** – No thank you.

**ADJOURNMENT:**

Mayor Speiser called for a motion to adjourn the meeting.

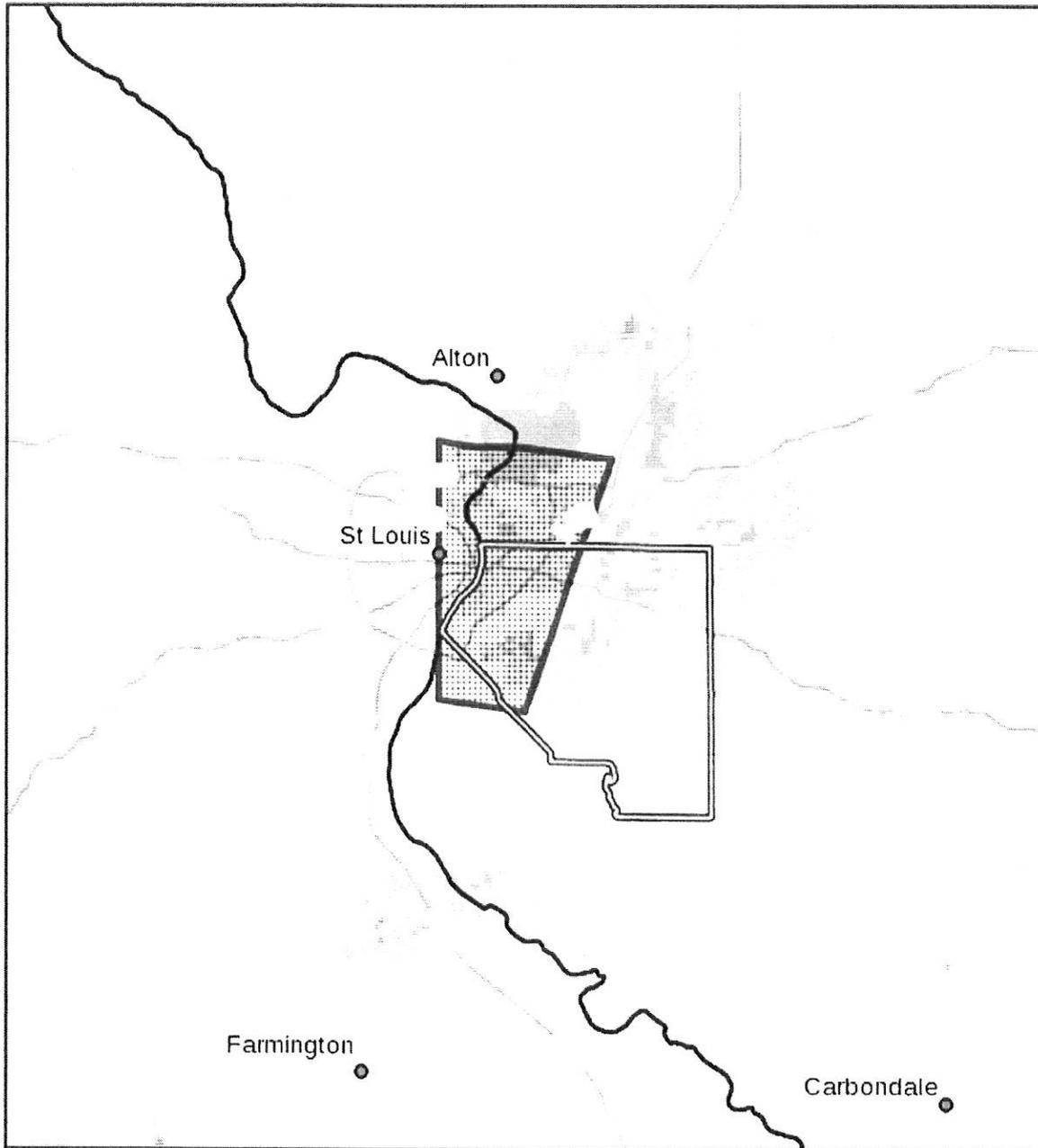
*Trustee Mathew Trout motioned to adjourn the meeting at 7:44p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.*

  
Jerry Lynn Menard  
Village Clerk



## Interactive NWS Alert

**New event: Severe Thunderstorm Warning for St. Clair, IL**  
*Sent via email and SMS at 718 pm CDT, Oct 9th 2017*



Radar valid at 800 pm CDT, Oct 9th 2017

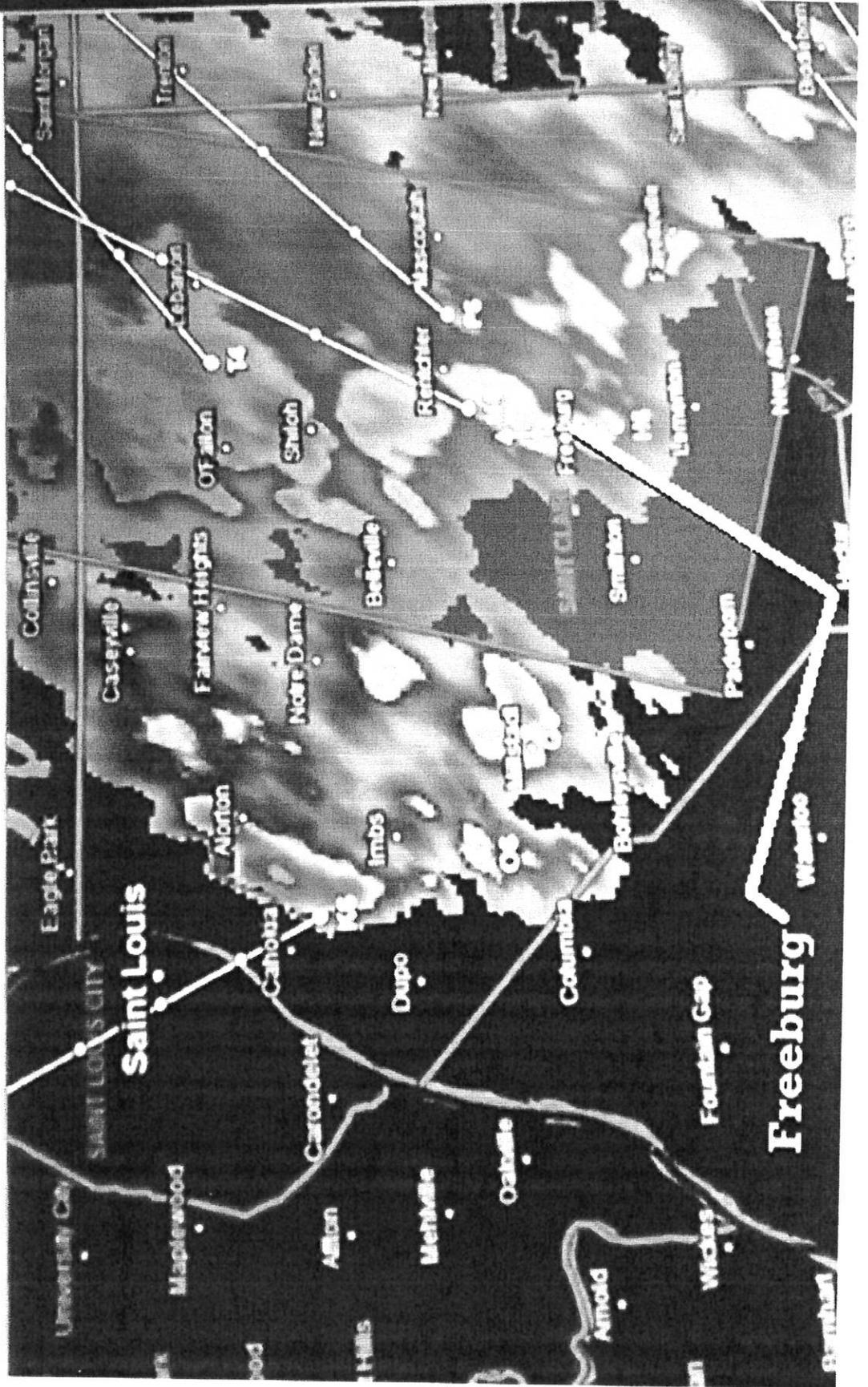
 NWS Alert  User Alert Area

ILC119-133-163-MOC189-510-100100-  
/O.NEW.KLSX.SV.W.0172.171010T0018Z-171010T0100Z/

# The HP Update



An update is available. Would you like to download and install it?



VILLAGE BOARD MEETING

OCTOBER 16<sup>th</sup>, 2017

Gary Henning Zoning Administrator

6 Occupancy Permits issued to date in October:

4 Building Permits issued to date in October:

1-Sign

3-Fence

Nuisances Corrected to date in October -- 9

Tony will email the board members the updated spreadsheet on current nuisances.

ORDINANCE NO. 1638AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS  
PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the **“Intergovernmental Cooperation Act”**, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the **“Intergovernmental Cooperation Act”**, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and the Village Board of Trustees of the Village of Freeburg have determined that it is in the best interests of the Village of Freeburg and its residents to enter into a governmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals contained above are hereby incorporated herein by reference, the same as if set for in this Section of this Ordinance verbatim, as findings of the Village Board of Trustees of the Village of Freeburg, Illinois.

SECTION 2. That the Mayor and the Village of Freeburg be and are hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual Aid Network (IWMAN), a copy of said Agreement being attached hereto and made a part hereof.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its passage by the Corporate Authorities and signing and approval by the Village President.

PASSED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 16th DAY OF OCTOBER, 2017.

Vote Recorded:

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

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Seth E. Speiser, Village President

ATTEST:

\_\_\_\_\_  
Jerry L. Menard, Village Clerk

Approval as to Legal Form:

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

## **Illinois Public Works Mutual Aid Network Agreement**



This Public Works Agreement (hereinafter “Agreement”) is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*WHEREAS*, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

*WHEREAS*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

*WHEREAS*, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

*WHEREAS*, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

*NOW, THEREFORE*, the Parties agree as follows:

## **SECTION I: PURPOSE**

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

## **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. *"AGENCY"* means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. *"AUTHORIZED REPRESENTATIVE"* means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. *"BOARD MEMBER"* is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

### **SECTION III: RESPONSIBILITY OF PARTIES**

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### **SECTION IV: ANNUAL REVIEW**

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### **SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

#### **SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

#### **SECTION VII: SUPERVISION AND CONTROL**

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

#### **SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

#### **SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

#### **SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES**

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

#### **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

#### **SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

#### **SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

#### **SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION XV: NOTICE OF CLAIM OR SUIT**

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

## **SECTION XVI: AMENDMENTS**

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

## **SECTION XVII: ADDITIONAL PARTIES**

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

## **SECTION XVIII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

## **SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

## **SECTION XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

## **SECTION XXI: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

## **SECTION XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

## **SECTION XXIII: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

## **SECTION XXIV: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

## **SECTION XXV: PRIOR IPWMAN AGREEMENTS**

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

## **SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.



Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**For the Agency**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPROVED (as to form):**

By: \_\_\_\_\_

*On behalf of the Illinois Public Works Mutual Aid Network*

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
President of IPWMAN Board of Directors

Attest: \_\_\_\_\_  
IPWMAN Secretary/Treasurer

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010*

**VILLAGE PRESIDENT**

Seth Speiser

**VILLAGE CLERK**

Jerry Menard

**VILLAGE TRUSTEES**

Ray Matchett, Jr.

Mike Blaies

Denise Albers

Dean Pruett

Mathew Trout

Lisa Meehling

**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**

(Trout/Albers/Blaies/Meehling)

Wednesday, October 11, 2017 at 5:30 p.m.

**VILLAGE ADMINISTRATOR**

Tony Funderburg

**VILLAGE TREASURER**

Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**

John Tolan

**POLICE CHIEF**

Michael J. Schutzenhofer

**VILLAGE ATTORNEY**

Weilmuenster &amp; Keck, P.C.

The meeting of the Electric Committee was called to order at 5:31 p.m. on Wednesday, October 11, 2017 by Chairman Matt Trout. Committee members present were Chairman Matt Trout, Trustee Denise Albers, Trustee Mike Blaies, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Ray Matchett, Trustee Dean Pruett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

**A. OLD BUSINESS:**

1. Approval of September 13, 2017 Minutes: Trustee Lisa Meehling motioned to approve the September 13, 2017 minutes and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.
2. Surplus Equipment: Head Lineman Shane Krauss advised everything sold on the Purple Wave auction site. They receive the same percentage that I bid charged. We will have Purple Wave auction the Harley that was seized.
3. New Electric Customers: Shane has nothing new on this. Village Administrator Tony Funderburg is going to ask for the trustees to prioritize the list of projects we are working on.
4. Customer Issues: Shane advised we had an outage this weekend at SAVE Site due to balloons that hit the power line. There was also a power issue at Freeburg Pharmacy, and Shane will install a protector to guard the wire. He also had some trips on the circuit to the north around the Rock Hill, Turkey Hill and Jefferson Road area. He has some fault indicators on the line to see where it is and is monitoring that.
5. Black Start Handbook: Shane does not have anything new on this. Item can be taken off the agenda for now.
6. Urge Testing: Item can be taken off the agenda. The yearly generation scheduling letter was provided for informational purposes.
7. Village Hall Parking Lot Lights: Shane advised the lights have been ordered.

Electric Committee Meeting Minutes

Wednesday, October 11, 2017

Page 1 of 2

**B. NEW BUSINESS:**

1. Executive Session to Discuss Potential Litigation, 5 ILCS 120/2-(c)11:

**EXECUTIVE SESSION**

**5:40 P.M.**

*Trustee Lisa Meehling motioned to enter Executive Session citing potential litigation, 5 ILCS 120/2-(c)11 and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*

**EXECUTIVE SESSION ENDED**

**5:53 P.M.**

The regular committee meeting reconvened at 5:53 pm.

Shane advised he has completed the three-year IPSI supervisor training conference. He said the training is very informative and beneficial and really appreciates this training opportunity.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Lisa Meehling motioned to adjourn at 5:55 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# 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

PUBLIC WORKS COMMITTEE MEETING  
Trash/Water/Sewer  
(Blaies/Meehling/Pruett/Trout)  
Wednesday, October 11, 2017 at 5:45 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Michael J. Schutzenhofer

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 5:55 p.m. on Wednesday, October 11, 2017, by Chairman Mike Blaies. Members present were Chairman Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of September 13, 2017 minutes: *Trustee Lisa Meehling motioned to approve the September 13, 2017 minutes and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.*
2. Sewer project: Village Administrator Tony Funderburg confirmed the letter and check was sent and accepted by Rhutasel. Tony said we received a letter from the IEPA stating they have \$1,300,000,000 in project requests and only have \$500,000,000 in funds. They advised us not to do any bidding on our project. Since the permit is only good for five years, we are going to ask for an extension.
3. Sewer issues/Sewer Fuel Odors: John said with the recent rain, we will open some manholes tomorrow and see if we find any odors.
4. FSH Minutes: John reported the interconnect is done, and we will have a copy of that procedural manual at Village Hall.
5. Sewer Main – Jacks Car Wash: Nothing new to report.
6. W. Apple St/Schiermeier Road/Old Freeburg Road Water Lines: Since we only received 5 out of the 15 needed easements, we are going to run the water line from the bus garage to the Dotson property. John stated he won't work on Schiermemier Road until after the winter. We are getting quite a bit of interest for water to be extended to Old Freeburg Road. This will be a good expansion project.
7. Private Sewer at Potter/West Street: John reported that he is going to run a gravity line instead of a lift station. That will save quite a bit of money since there won't be the continued maintenance of a lift station.
8. East Water Tower Work: Nothing new to report.

## B. NEW BUSINESS:

1. Illinois Public Works Mutual Aid Network: John went to a session on this at the IML Conference. He stated it is a fantastic statewide mutual aid program and only costs \$100 a year. The first five days of the disaster are free. There is no obligation for us to send people.

*Trustee Matt Trout motioned to recommend to the full Board the Village of Freeburg join the Illinois Public Works Mutual Aid Network and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

John said he is still working on the chlorine residual problem and is flushing to keep it at a safe level. He is going to look at a rechlorination system at the west tower. He won't use the current system that we have because it is not safe. The approximate cost for this will be \$50,000. He confirmed it will service the entire town. John also stated he is bothered that FSH is not switching over to free chlorine residuals in both March and August.

**C. GENERAL CONCERNS:** None

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn the meeting at 6:16 p.m. and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried.*



Julie Polson,  
Office Manager

## VILLAGE PRESIDENT

Seth Speiser

## VILLAGE CLERK

Jerry Menard

## VILLAGE TRUSTEES

Ray Matchett, Jr.

Mike Blaies

Denise Albers

Dean Pruett

Mathew Trout

Lisa Meehling

**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

Public Property Committee Meeting  
 Streets/Municipal Center/Pool/Parks & Recreation  
 (Matchett/Albers/Pruett/Trout)

Wednesday, October 11, 2017 at 6:00 p.m.

VILLAGE ADMINISTRATOR  
 Tony Funderburg

VILLAGE TREASURER  
 Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
 John Tolan

POLICE CHIEF  
 Michael J. Schutzenhofer

VILLAGE ATTORNEY  
 Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:21 p.m. on Wednesday, October 11, 2017, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

**POOL: A. OLD BUSINESS:**

1. Pool/St. Clair County Parks Grant: Public Works Director John Tolan stated the pool is pretty much done. He doesn't think there will be any big maintenance items for next year.

**B. NEW BUSINESS:**

1. Smithton Athletic Association Donation Request: The committee donated a 10-day pass.

Village Administrator Tony Funderburg has provided some options for the playground and playground surface grants. He recommends NuToys Option 1. He confirmed this will be 100% funded by grants.

*Trustee Matt Trout motioned to recommend to the full Board NuToys Option #1 for the playground and playground surface at a cost of \$62,129 delivered and installed and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

Trustee Albers asked John if he looked in the LED dimmer lights for the swimming pool parking lot. They will dim if there is no motion. John will look into it.

**STREETS: A. OLD BUSINESS:**

1. Approval of September 13, 2017 Minutes: *Trustee Denise Albers motioned to approve the September 13, 2017 minutes and Trustee Dean Pruett seconded the motion. All yea, the motion carried.*
2. MFT/Ditch on N. Main: John said MFT is fine, and he is not doing anything on the ditch other than cleaning it out in order for it to flow better.
3. Drainage Problem Areas/Storm Water Run-Off: Tony took pictures of Hill Mine Road after the rain and stated it was in bad shape. The water was racing through as fast as it could and had washed over the road at some point. Tony thinks they could dig out a hole behind the softball field to help. Trustee Trout said it was all coming from between the schools.
4. E. Apple Issues: Tony advised ITEP has a grant going on right now with an 80/20 match that doesn't cover engineering fees and a 75/25 grant that does cover the engineering fees. The engineer would write the grant. TWM has done some preliminary work on E. Apple. Tony will ask them to look into this.
5. Hill Mine Road Repair: Discussed above.
6. Customer Issues: Nothing new to report.

7. IDOT Concerns: IDOT responded to Tony's letter. They are not going to put a merge arrow on Rt. 15; they will install a left turn yield on green at the State St./Apple light; they will perform a speed study on Rt. 15 south of town; they will rip rap the ditch; and they won't pay for any audio warning signals. Tony stated they cost \$740 and they provide onsite support for us to install. The signals talk all of the time. We will look into a grant for this and also look at installing one to see how it works out.

**B. NEW BUSINESS:**

1. Part-Time Leaf Collection Hire – Executive Session to Discuss Personnel, 5 ILCS, 120/2-(c)1:

**EXECUTIVE SESSION**

**6:44 P.M.**

*Trustee Matt Trout motioned to enter Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)1 and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

**EXECUTIVE SESSION ENDED**

**6:49 P.M.**

*Trustee Matt Trout motioned to recommend to the full Board Richard Mense and David Behrmann be hired for part-time leaf collection at \$12 per hour and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

Tony said the Combined Planning and Zoning Board met last night regarding the proposed Meadow Pines subdivision. He has not been able to contact the landowner to discuss obtaining an easement from him to connect the road to Bozeman Lane. The Planning and Zoning Board said we should do anything possible to obtain it by any means necessary. Tony made it clear he can't speak for the board but can ask them. Tony reminded the Village board that there is another option. He originally suggested going north on Chimney Rock, take out lot 5 and connect that way. Trustee Pruett is going to help get in contact with him. The board agreed to have Tony send a certified letter first and try that route before pursuing another option.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn the meeting at 7:02 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

# NuToys

## Option 1

Playground: \$29,534

Surface: \$32,595

---

Total: \$62,129

4/11 Lm



April 7, 2017

Box 2121  
LaGrange, IL 60525  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

CITY PARK  
FREEBURG, IL  
OPTION 1  
PLAYBOOSTER

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<b>PlayBooster Component System 5-12</b>		
1	130390A	Double Swoosh Slide 72"Dk DB1
1	124863F	SlideWinder2 72"Dk DB 3 Right
1	148432B	Corkscrew Perm Handholds 72"Dk DB
2	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	128608A	Summit Climber 1 Sides 64"Dk DB
1	116247A	Vertical Ladder - Panel 24"
1	116249A	Vertical Ladder 32"Dk DB
1	116249D	Vertical Ladder 72"Dk DB
1	220538A	GeoPlex Double Panel Ground Level
1	142887A	2"Horizontal Ladder Connected Between Decks
1	141886B	Access/Landing Assembly Rails Barrier Left 32"Dk
1	111362A	Talk Tube 40' Tubing Kit PB
2	111363A	Talk Tube At Grade Mounted DB Only
1	152911B	Curved Transfer Module Left 40"Dk DB
2	121948A	Kick Plate 8"Rise
6	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
1	111404F	108"Alum Post DB
3	111404E	116"Alum Post DB
1	111404D	124"Alum Post DB
1	111404C	132"Alum Post DB
1	111404B	140"Alum Post DB
7	111404A	148"Alum Post DB

Laura Schellenberg  
314-740-7103

**ALL OF THE ABOVE FOR A TOTAL DELIVERED PRICE OF \$29,534  
DOES NOT INCLUDE UNLOADING OR INSTALLTION**



September 26, 2017

Box 2121  
La Grange, IL 60525  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

CITY PARK  
FREEBURG, IL  
OPTION 3  
SURFACING

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		<b>PlayPour Poured in Place</b>	
		Combination 3" thick (1189 sq ft) and 3 1/2" thick (1189 sq ft) (thicknesses are subject to a nominal variation) system with top surface in 50% color/ 50% black speckled mix. Includes standard Aromatic binder. Includes freight.	
		2,378 Sq Ft	\$ 32,595

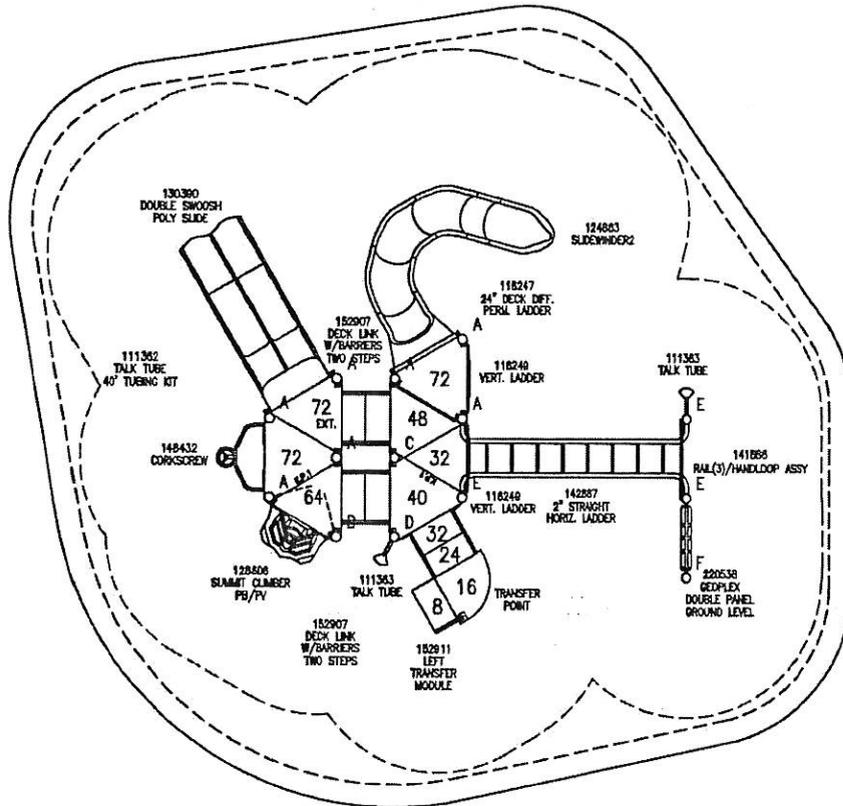
**Notes:**

- \* 3" thick poured in place system meets 6-7' critical fall height.
- \* 3 1/2" thick poured in place system meets 8' critical fall height.
- \* The above surfacing price includes shipping and installation but does not include any base construction or preparation.
- \* Quote does not include security that is needed to protect the surfacing during curing time. Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during intallation process, curing time, and after the installation is completed.
- \* Standard 7 year warranty provided.
- \* Standard wages included.
- \* PlayPour's Poured in Place system is IPEMA certified.
- \* PlayPour recommends the following colors be used as accent colors only:  
Teal, Yellow, Purple and Primary Red. If one of the listed coors is selected for more than 25% of the top surface, additional charges may need to be added.
- \* Light gray, dark gray, sky blue, royal blue, teal, yellow, purple and pearl colors will be slightly distorted and somewhat yellow for the first few months after installation but will return to their natural color after a few months. If this temporary condition is not desirable you may wish us to add a nonyellowing aliphatic binder during the original installation at an additional cost of \$1.45 per sq. ft.
- \* Blues, Pearl and Light Gray will amber (yellow) the most when using standard aromatic.
- \* Price valid 120 days from day the quote is provided.



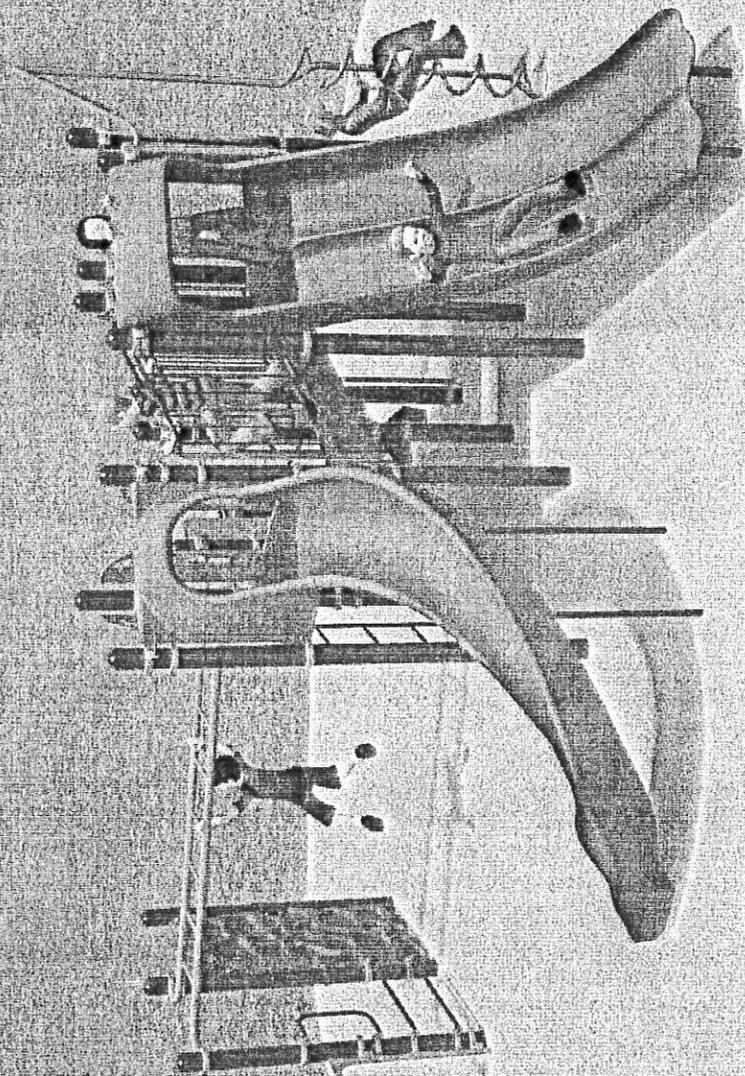
City Park  
Freeburg, IL  
CODE:FBG17CH1

4/7/17 DRAWN BY: TM  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  
AREA REQUIRED:



# City Park

Freeburg, IL April 7, 2017 FBG1/GT1-1



*slr*  
landscape  
structures



Better playgrounds.  
Better world.®

[playlsi.com](http://playlsi.com)



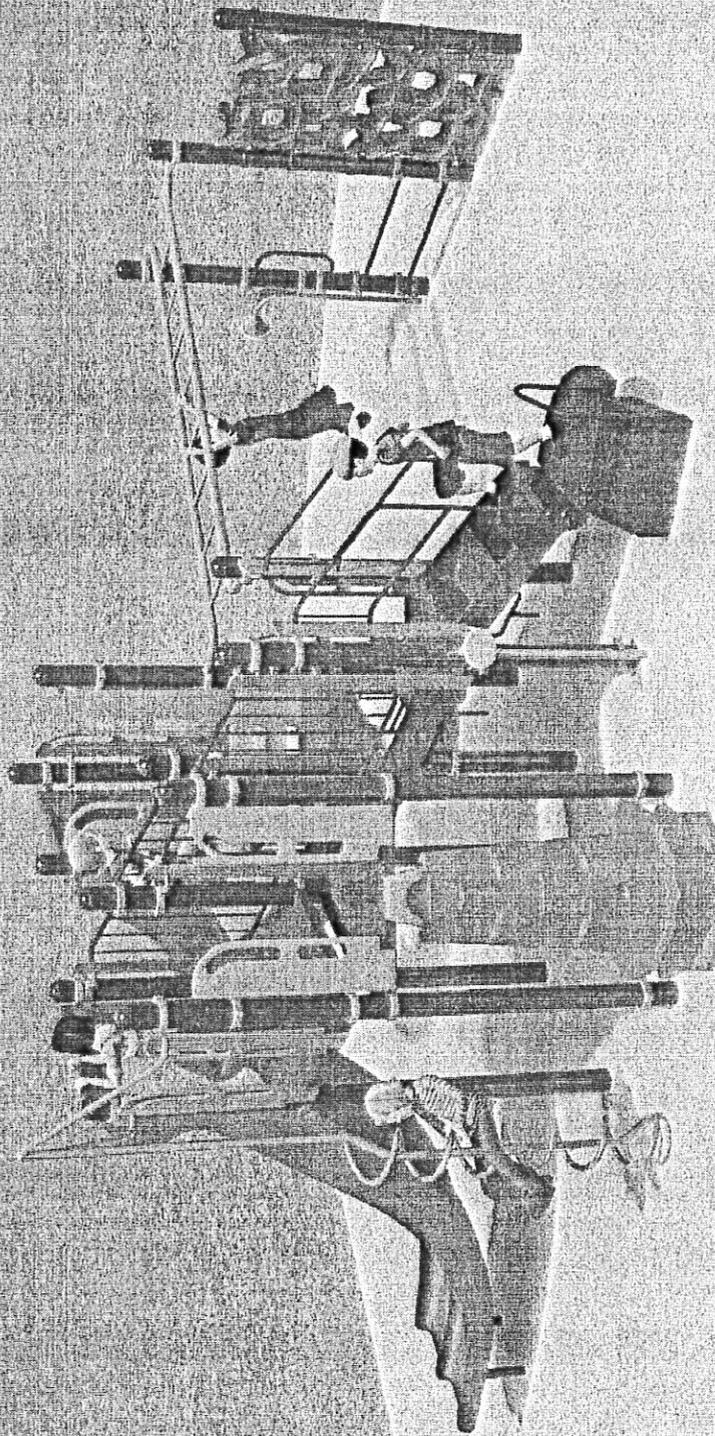
Proudly presented by:



**nutoys**  
Leisure Products

# City Park

Freeburg, IL April 7, 2017 FBG17/CIT1-2



*slr*  
landscape  
structures



Better playgrounds.  
Better world.®  
[playlsi.com](http://playlsi.com)



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**nuttall**  
Leisure Products