

## REGULAR BOARD MEETING AGENDA – SEPTEMBER 19, 2016 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 – 1. September 6, 2016 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report – Executive Session to Discuss Real Estate Transactions 5 ILCS 120/2-(c)(5)
7. Attorney’s Report –
8. ESDA Report –
9. Public Participation
10. Reports and Correspondence –
  - 10 – 1. Presentation of Award of Appreciation Plaque to Clark Lucash
  - 10 – 2. Zoning Administrator’s Report – **Exhibit B**
11. Recommendations of Boards and Commissions – None
12. Contracts, Releases, Agreements and Annexations – See Resolutions
13. Bids – None
14. Resolutions –
  - 14 – 1. Resolution #16-06: A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Mayor to Accept a Temporary Construction Easement and a Permanent Utility Easement from Frederick Helms – **Exhibit C**
15. Ordinances –
  - 15 – 1. Ordinance #1601: An Ordinance Authorizing a Four-Way Stop Sign at Edison/Temple – **Exhibit D**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
  - 19 – 1. Electric Committee Meeting – Wednesday, September 14, 2016 – 5:30 p.m. – **Exhibit E**
  - 19 – 2. Water/Sewer Committee Meeting – Wednesday, September 14, 2016 – 5:45 p.m. – **Exhibit F**
  - 19 – 3. Streets Committee Meeting – Wednesday, September 14, 2016 – 6:00 p.m. – **Exhibit G**
    - 19-3a. Recommend Approval of Leaf Truck Financing of \$61,000 at 3%
    - 19-3b. Recommend Purchase of 2017 Ford Explorer not to exceed \$27,275 – **Exhibit H**
    - 19-3c. Recommend Hiring for Part-Time Employees Greg Becherer and Bob Huelsman
20. Upcoming Meetings
  - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, September 28, 2016 – 5:30 p.m.
  - 20 – 3. Finance Committee Meeting – Wednesday, September 28, 2016 – 5:45 p.m.
  - 20 – 4. Personnel/Police Committee Meeting – Wednesday, September 28, 2016 – 6:00 p.m.
  - 20 – 5. Board Meeting – Monday, October 3, 2016 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)].

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

EXHIBIT A  
VILLAGE ADMINISTRATOR  
Tony Funderburg  
VILLAGE TREASURER  
Bryan A. Vogel  
PUBLIC WORKS DIRECTOR  
John Tolan  
POLICE CHIEF  
Stanley Donald  
VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

## FREEBURG REGULAR BOARD MEETING TUESDAY, SEPTEMBER 6, 2016 @ 7:30 P.M. BOARD MEETING MINUTES

**CALL TO ORDER:** Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Tuesday, September 6, 2016 in the Freeburg Municipal Board Room.

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

**ROLL CALL:** Trustee Mathew Trout – here; Trustee James Blaies – here; Trustee Elizabeth Meehling – here; Trustee Denise Albers – here; Trustee Ramon Matchett, Jr. – here; Trustee Bert Pruett – absent; Mayor Seth Speiser – here; (6 present, 1 absent). Mayor Speiser announced there is a quorum.

### EXHIBIT A:

*Trustee Mathew Trout motioned to accept the minutes from the Public Hearing Meeting Monday, August 15, 2016 with corrections and Trustee Ramon Matchett, Jr. seconded the motion. All voting aye, the motion carried.*

### EXHIBIT B:

*Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Monday, August 15, 2016 with corrections and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried*

### EXHIBIT C:

#### FINANCE:

Review of Board Lists: Trustee Matchett stated we reviewed the Board Lists. We had a few questions and those questions got answered.

Review of Investments: Trustee Matchett stated we have a \$50,000 CD coming up in October. We also have some larger amounts of CD's coming up for renewal in March of 2017.

Income Statement: Several questions were asked. We were brought up to date on all of the questions.

Treasurer's Report: Trustee Matchett said we were presented with treasurer's reports for January 31<sup>st</sup> and February 29<sup>th</sup> of 2016 to review.

Village of Freeburg Board Meeting Minutes  
Tuesday, September 6, 2016  
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*Trustee Ramon Matchett motioned to approve the Treasurer's Reports for January 31<sup>st</sup> and February 29<sup>th</sup> of 2016 and Trustee Mathew Trout seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Elizabeth Meehling – aye; Trustee Dean Pruett – absent; (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.*

**OLD BUSINESS:**

Newsletter: Trustee Matchett said if you see anything else you would like to add to the newsletter, please let us know.

FY 2016 Audit/Contract: Trustee Matchett stated once the audit is done, we will put it out for bid.

Trustee Matchett said the leaf truck should be here shortly. Village Administrator Funderburg said the truck is here.

**EXHIBIT D:**

**TREASURER'S REPORT:** Treasurer's Report's was voted upon under Finance.

**ATTORNEY'S REPORT:** None.

**EXHIBIT E:**

**ESDA REPORT:** Mayor Speiser stated everyone should have a copy of Gene ESDA Report in their packet, if you have anyone questions please call Gene.

**PUBLIC PARTICIPATION:** None.

**REPORTS AND CORRESPONDANCE:**

**EXHIBIT F:**

Proclamation for Grace Marlen: Mayor Speiser read the Proclamation for Grace Marlen along with all of her accomplishments.

Zoning Administrator's Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Henning. Hearing none we will move on.

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

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

**BIDS:** None.

**RESOLUTIONS:** None.

**ORDINANCE:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**APPOINTMENTS:** None.

## **COMMITTEE MEETING REPORTS:**

### **EXHIBIT H:**

#### **Legal/Ordinance Committee Meeting:**

Trustee Lisa Meehling called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, August 24, 2016.

#### **OLD BUSIENSS:**

1. Zoning Report/Nuisance Properties: Trustee Meehling said Zoning Administrator Henning said the biggest problem we had this month was high grass. Gary stayed on top of that and it look great for the homecoming.
2. Combination of Plan Commission and Board of Appeals: Trustee Meehling said Julie has reviewed the changes that Frank Heiligenstein made. Frank also included other changes to the zoning code. Village Attorney Manion is reviewing the list that Julie compiled, and once that is done, we can schedule a hearing before the Plan Commission.
3. Noise Ordinances: Trustee Meehling said Village Administrator Funderburg put two sample of noise ordinances from other municipalities in our packet to be reviewed. Tony is also working with Mayor Klein from Smithton, who also is dealing with the same issues. After are discussion we agreed upon the ordinance should be revised to include when an officer is called to a noise complaint, he should be able to make the decision on whether or not the level of noise is excessive. Village Administrator Funderburg is working on this issue.

**NEW BUSIENSS:** None.

### **EXHIBIT I:**

#### **Personnel/Police Committee Meeting:**

Trustee Matt Trout called the meeting of Personnel/Police to order at 6:00 p.m. on Wednesday, August 24, 2016.

#### **POLICE:**

##### **OLD BUSIENSS:**

1. Review of Fees for False Alarms: Trustee Trout said we talked and review false alarms fees. There are other communities who charge more money, but these are larger communities Trustee Trout said. We are going to work on this issue and get it straighten out. We are going to talk to the owners of the business and explain to them on how this will be handled.
2. Police Canine: Officer Boeving has been enrolled in a K-9 class, which should be next week or the week after, stated by Trustee Trout. Chief Donald said the estate was not happy about the article in the paper regarding the new police dog how it was being paid for. Chief Donald went to the Tribune the next day to clarify this was not taxpayer money that was used to purchase the new K-9 dog. We will run a press release once the new K-9 dog completes the class, and on how the police department received the new dog.
3. New Police Car: Trustee Trout said the new police car is in and everything has been installed.

4. MEGSI Officer: Chief of Police Donald is trying to get the MEGSI Officer here to talk to us. Trustee Trout stated the Chief Donald said we did received the Chevy truck that was seized quite a while ago from two DUIs the owner had received. We are in the process of getting the ownership of the truck transferred to the Village. We had damaged to one of the patrol cars during our homecoming and that has already been paid for by the claimant.

**NEW BUSINESS:** None.

**PERSONNEL:**

1. Job Descriptions/Handbook: The handbook is with our Village Attorney Brian Manion to look at.

Trustee Trout stated we are going to have a retirement party for Clark at the Sportsman's Club on September 8<sup>th</sup> at 6:00 p.m. to 8:00 p.m.

**NEW BUSINESS:** None.

**UPCOMING MEETINGS:**

Electric Committee Meeting – Wednesday, September 14, 2016 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, September 14, 2016– 6:00 p.m.

Streets Committee Meeting – Wednesday, September 14, 2016 - 6:30 p.m.

Board Meeting – Monday, September 19, 2016 – 7:30 p.m.

**VILLAGE MAYOR & TRUSTEES' COMMENTS:**

**Trustee Ramon Matchett, Jr.** – No thank you.

**Trustee James Blaies** – Congratulation to Grace.

**Village Clerk Jerry Menard** – Congratulation to Grace.

**Trustee Matt Trout** – Congratulation to Grace and thanks to John and the guys for getting everything ready for the homecoming. Thanks to the police department also for helping out. We are looking for sponsor for the Chili-Cook-Off, volunteers, and mainly chili cookers. Please contract me if you or anyone you know who would like to do any of the above.

**Trustee Lisa Meehling** – Congratulation to Grace.

**Trustee Denise Albers** – Congratulation to Grace.

**STAFF COMMENTS:**

**Village Administrator Tony Funderburg** – September 17<sup>th</sup> is Chalk- It- Up Day at the Village Square Park, please try and come.

**Village Attorney Brian Manion** - Congratulation to Grace.

**Village Zoning Administrator Gary Henning** – Congratulation to Grace.

**Public Works Director John Tolan Village** - Hope everyone can make it Thursday to Clark's retirement party.

**ADJOURNMENT:**

Mayor Speiser called for motion to adjourn the meeting.

*Trustee Mathew Trout motioned to adjourn the meeting at 7:45 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, motion carried.*

  
Jerry Lynn Menard  
Village Clerk

Village of Freeburg Board Meeting Minutes  
Tuesday, September 6, 2016  
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VILLAGE BOARD MEETING

SEPTEMBER 19, 2016

Gary Henning Zoning Administrator

As of September 16, 2016 there are no Board of Appeals Meeting Scheduled.

2--Occupancy Permits issued to date in September 2016

3--Building Permits issued to date in September 2016

1-Accessory Building

2-Fence

Nuisances Corrected to date in September - 7

**RESOLUTION NO. 16-06**

**A Resolution of the Board of Trustees of the Village of Freeburg, Illinois,  
Authorizing the Village to Purchase and the Mayor to Accept an Amended Temporary  
Construction Easement, an Escrow Trust Agreement, and a Permanent Utility Easement  
from Frederick Helms**

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 Amended Temporary Construction Easement, an Escrow Trust Agreement, and a Permanent Utility Easement between the Village of Freeburg and Frederick D. Helms, for the purposes of constructing, installing and maintaining a sewer main owned and operated by the Village of Freeburg.

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 Amended Temporary Construction Easement between the Village of Freeburg and Frederick D. Helms, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Escrow Trust Agreement between the Village of Freeburg and Frederick D. Helms, a copy of which is attached hereto and incorporated herein as "Exhibit B."

SECTION 4: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Frederick D. Helms, a copy of which is attached hereto and incorporated herein as "Exhibit C."

SECTION 5: Payment of \$50,001.00 to Fredrick D. Helms is approved per the easement agreements.

SECTION 6: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 19th DAY OF SEPTEMBER, 2016.

Vote Recorded:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION NO. 16-06**

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Jerry Menard  
Village Clerk

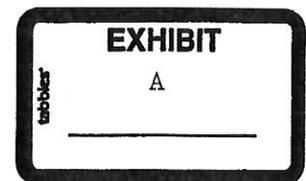
Approval as to Legal Form: \_\_\_\_\_  
J. Brian Manion, Village Attorney

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**AMENDED TEMPORARY CONSTRUCTION EASEMENT**

**GRANTOR, FREDERICK D. HELMS** County of St. Clair, State of Illinois, previously, on or about March 5, 2015, did grant a Temporary Easement under Document No. A02445077 recorded in the St. Clair County Recorder of Deed's office. That the parties herein, in consideration of the mutual promises and obligations set forth herein, do hereby agree to enter into an Amended Temporary Construction Easement wherein the Grantor hereby conveys, grants and quit claims to the **GRANTEE, VILLAGE OF FREEBURG**, a municipality, a temporary utility construction easement thirty (30) feet in width for the purposes of constructing, a sewer line owned and operated by **GRANTEE**, said sewer line to be located under and across the **GRANTEE'S** adjacent Permanent Utility Easement (Recorded as Document No. A01829110, Book 4000, Page 1115) on land owned by the **GRANTOR** in St. Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

**SEE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT "A" AND MADE A PART HEREOF**



The **Grantee** and **Grantor** agree to amend the Temporary Construction Easement of March 5, 2015 as to the following conditions and provisions of the previous Temporary Construction Easement:

1. **GRANTEE** agrees to pay **GRANTOR** \$50,000.00 as and for consideration of the Amended Construction Easement granted herein. Said sum of \$50,000.00 shall be paid upon the execution of this Amended Temporary Construction Easement by the **GRANTOR** and **GRANTEE**.
2. **GRANTEE** further agrees to pay as additional consideration to **GRANTOR** crop damage in the amount of \$1,000.00 per acre for any crop physically damaged during **GRANTEE**'s construction activities. **GRANTEE** agrees to pay **GRANTOR** soil structure and fertilization damages in the amount of \$500.00 per acre for land physically disturbed during **GRANTEE**'s construction activities. **GRANTEE** shall return the property to its original condition, including top soil and subsoil after construction is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility. For the purposes of this temporary construction easement, all top soil herein shall be described as the soil from the surface to the depth of 15 inches, and shall be returned to its original location as top soil, in the soil profile. Further, all subsoil shall be defined as all soil greater than 15 inches in depth, and shall be returned to its original location as subsoil in its soil profile. All payments to be made hereunder, shall be tendered by the **GRANTEE** to the **GRANTOR** within thirty (30) days of the completion of the sewer line. In the event payment is not tendered within said fifteen (15) days, the **GRANTOR** directs and authorizes the Third Party Escrow Agent to, upon written request by **GRANTOR** disburse to **GRANTOR** all sums due for crop damage, soil structure and fertilization damages more particularly set forth herein.
3. The parties anticipate that the sewer line will be installed through an existing farm drainage tile line.  
  
**GRANTEE** agrees to repair any damaged tile lines to their original working condition within twenty-four (24) hours of said damages. In the event the damaged tile lines are not repaired within the twenty-four (24) hour time frame, the **GRANTEE** shall be assessed and pay to **GRANTOR** \$300.00 per day as liquidated damages, commencing from the date that **GRANTOR** notified **GRANTEE** of the damage and need for repairs until repairs are completed.
4. That an escrow fund shall be established by the parties at the time of the execution of the Amended Temporary Construction Easement herein wherein the sum of \$12,000.00 shall be held by a Third-Party Escrow Agent as agreed between the parties at the time of the execution of the Temporary Construction Easement. The parties nominate Benedick Title Company to be escrow agent. The costs of the escrow agent shall be paid by **GRANTEE**. Attached hereto is the parties' Escrow Agreement, which is incorporated by reference.

5. This Amended Temporary Construction Easement shall expire on or about March 2, 2017 if construction is not completed within said time frame. In the event the construction is not completed and the **GRANTEE** requests additional time to complete said construction project, **GRANTOR** shall, for additional consideration of \$10,000.00 to be paid to said **GRANTOR** upon said parties agreeing to an extension of the Amended Temporary Construction Agreement. Said request for an extension shall be given thirty (30) days prior to the expiration of the Amended Temporary Construction Easement, i.e., thirty (30) days before March 2, 2017, in writing, and upon the payment of the aforesaid \$10,000.00 said extension shall be given for a period not to exceed six (6) months to complete said construction project.
6. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
7. **GRANTEE** Seven (7) days prior to commencing any work on said temporary easement, shall provide evidence of insurability to grantor as to workmen's compensation (as required by Illinois statute), general liability for personal injury, property damages and bodily injury, each with a limit of liability of ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence, TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate, and an umbrella of NINE MILLION DOLLARS (\$9,000,000.00). All such insurance to include Grantor as additional insured party(s).
8. The granting of this Amended Temporary Construction Easement is specifically conditioned upon the presentment of evidence that the "PROJECTS", namely, to-wit: the installation of the sewer line has been properly funded and appropriated by the **GRANTEE**. Presentment of said funding and appropriations shall be given **GRANTOR** 14 days prior to commencement of any work to be performed, for **GRANTOR'S** approval, in writing.
9. **GRANTEE** agrees that any installation of manholes installed for the purpose of establishing a sewer line on property that is currently being cropped and/or farmed, will have a 3 foot cover and said manholes are to be buried with 3 foot of topsoil at said **GRANTEE'S** expense.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Frederick D. Helms, Grantor

STATE OF ILLINOIS            )  
  )  
COUNTY OF ST. CLAIR        )     SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frederick D. Helms personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Seth Speiser – Village President

**RETURN TO:  
VILLAGE OF FREEBURG  
14 SOUTHGATE CENTER  
FREEBURG, ILLINOIS 62243  
(618) 539-5545**



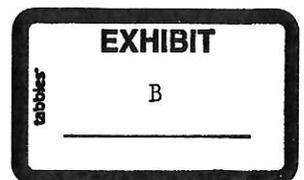
**ESCROW TRUST AGREEMENT**

Frederick D. Helms, hereinafter referred to as “Helms” and the Village of Freeburg, hereinafter referred to as “the Village” enter into this Escrow Trust Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, relating to an Amended Temporary Construction Easement between the parties herein.

1. The parties herein establish this Escrow Agreement for the purpose of securing payment of damages incurred by Helms to crops, soil and/or tiles by the Village pursuant to the Amended Temporary Construction Easement, which is incorporated by reference herein.

2. In the event the Village fails to comply with the terms, conditions and provisions of paragraph 2 and 3 of said Amended Temporary Construction Easement herein, Helms shall give written notice to the Village of such failure to comply with the provisions. The Village shall have fourteen (14) days from the date of the written notification to cure any failure to comply with the provisions of paragraph 2 and 3 of the Amended Temporary Construction Easement.

3. On (a) receipt by escrow agent of written notice and certification from Helms to the escrow agent (and with a copy of this notice to be directed to the Village), that there exist certain conditions or facts which, under the Amended Temporary Construction Easement, entitle Helms to receipt of escrow funds from escrow agent; and (b) a failure by escrow agent to receive within fourteen (14) days after receipt a written notice and certification from the Village as to nonexistence of the conditions or facts certified by Helms, the escrow agent will disburse the earnest money to Helms. In the event the escrow agent does receive a notice and certificate from the Village referenced in Paragraph 3(b) above, then the escrow agent will tender the disputed escrow funds into the custody of the Circuit Court of St. Clair County, Illinois, together with Escrow Agreement – Helms/Village of Freeburg  
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such legal pleadings as deemed appropriate, and then obtain a discharge from all liability under this agreement. Helms and the Village consent to the jurisdiction and venue of the court indicated above in all matters relating to this agreement.

4. Escrow agent acknowledges receipt of the escrow funds, and escrow agent agrees to hold and deliver the earnest money in accordance with the terms and conditions of this agreement. Escrow agent will be liable only to hold the earnest money and to deliver the same to the parties named in this agreement in accordance with the provisions of this agreement. It is expressly understood that by acceptance of this agreement escrow agent is acting in the capacity of a depository only and will not be liable or responsible to anyone for any damages, losses, or expenses unless caused by the negligence or willful malfeasance of escrow agent. In the event of any disagreement among any of the parties to this agreement or disagreement among any of the parties and any other person which results in adverse claims and demands being made in connection with or for any property involved in or affected by this agreement, escrow agent will be entitled to refuse to comply with any claims or demands as long as disagreement may continue. In so refusing, escrow agent will make no delivery or other disposition of any property then held by it under this agreement. In so refusing, escrow agent will not become liable in any way for refusal and escrow agent will be entitled to continue to refrain from acting until (a) the right of adverse claimants will have been finally adjudicated in a court assuming and having jurisdiction of the property involved in this agreement or affected by this agreement, or (b) all differences will have been adjusted by agreement and escrow agent will have been notified in writing of an agreement signed by the other parties to this agreement. Further, the escrow agent will have the right, at any time after a dispute between Helms and the Village has arisen, to pay

the earnest money into any court of competent jurisdiction for payment to the appropriate party, at which point escrow agent's obligation under this agreement will terminate.

5. The parties hereby nominate Benedick Title Company as the Escrow Agent to hold said escrow funds of Twelve Thousand Dollars (\$12,000.00).

6 Upon Helms notice to the Escrow Agent that the Village has fully complied with the Amended Temporary Construction Easement, the Escrow Agent shall return the sum of Twelve Thousand Dollars (\$12,000.00) to the Village and be released from further obligations herein.

7. The costs of said Escrow Agent shall be paid by the Village.

\_\_\_\_\_  
FREDERICK D. HELMS

VILLAGE OF FREEBURG

By \_\_\_\_\_  
Village President

The undersigned Escrow Agent acknowledges receipt of this Agreement and accept the terms of the agreement and further agree to abide by its terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ESCROW AGENT

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**PERMANENT UTILITY EASEMENT**

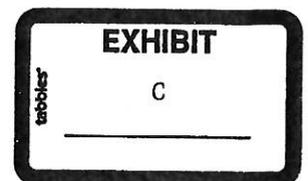
**GRANTOR, FREDERICK D. HELMS**

County of St. Clair, State of Illinois, in consideration of One Dollar (\$1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE, VILLAGE OF FREEBURG**, a municipality, and its successors and assigns, a permanent sewer easement for the purposes of constructing, installing and maintaining a sewer main owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the **GRANTOR** in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.**

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility.



**GRANTORS** will continue to have access to this easement for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
FREDERICK D. HELMS, Grantor

STATE OF ILLINOIS            )  
  )     SS.  
COUNTY OF ST. CLAIR        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frederick D. Helms personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Seth Speiser – Village President

**RETURN TO:  
VILLAGE OF FREEBURG  
14 SOUTHGATE CENTER  
FREEBURG, ILLINOIS 62243  
(618) 539-5545**



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS

VILLAGE OF FREEBURG  
Northern Trunk Sewer Extension  
Proposed 10' Wide Permanent Easement  
To be obtained from Frederick D. Helms  
Parcel No. 14-19.0-200-002  
April 13, 2016

A permanent easement ten (10.00) feet in width across part of Outlot "A" of "Reichert Tracts Assessment Plat, being part of Sections 18 and 19, Township 1 South, Range 7 West, also officially known as County Clerk Assessment Plat No. 133", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Assessment Plats 1 (Lands North 1) on page 23, more particularly described as follows:

Commencing at a stone at the southwest corner of the west half of the northeast quarter of said Section 19, being the southwest corner of said Outlot "A"; thence on an assumed bearing of South 89 degrees 26 minutes 59 seconds East on the south line of Outlot "A", a distance of 20.00 feet to the point of beginning of the easement herein described; thence North 00 degrees 16 minutes 03 seconds West, parallel with the west line of Outlot "A", a distance of 148.21 feet to a point lying 20.00 feet east of the southeast corner of the east half of the northwest quarter of said Section 19; thence North 00 degrees 20 minutes 26 seconds East, parallel with the west line of Outlot "A", a distance of 197.83 feet to a point; thence North 63 degrees 19 minutes 00 seconds East, a distance of 11.23 feet to a point; thence South 00 degrees 20 minutes 26 seconds West, parallel with the west line of Outlot "A", a distance of 202.88 feet to a point lying 30.00 feet east of the southeast corner of the east half of the northwest quarter of said Section 19; thence South 00 degrees 16 minutes 03 seconds East, parallel with the west line of Outlot "A", a distance of 148.30 feet to a point on the south line of Outlot "A"; thence North 89 degrees 26 minutes 59 seconds West on said south line, a distance of 10.00 feet to the point of beginning.

**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](http://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

**ORDINANCE NO. 1601**

AN ORDINANCE AMENDING ARTICLE III, CHAPTER 24 OF THE REVISED  
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR  
COUNTY, ILLINOIS (TRAFFIC SCHEDULES)

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

SECTION 2. ARTICLE III, CHAPTER 24, SCHEDULE A, THROUGH AND  
STOP STREETS, Sub-schedule (C), FOUR-WAY STOPS, is hereby amended to  
include:

**Stop Street** \_\_\_\_\_ **Stop Street** \_\_\_\_\_  
East Temple Street                      and                      North Edison Street

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

19th DAY OF September, 2016.

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Jerry Menard, Village Clerk

ORDINANCE NO. 1601 cont.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

ATTEST:

\_\_\_\_\_  
Jerry Menard  
Village Clerk

Approval as to Legal Form:

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

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

ELECTRIC COMMITTEE MEETING  
(Blaies/Albers/Matchett/Pruett)  
Wednesday, September 14, 2016 at 5:30 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, September 14, 2016 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of August 10, 2016 Minutes: Trustee Dean Pruett motioned to approve the August 10, 2016 minutes and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.
2. Surplus Equipment: Head Lineman Shane Krauss advised there is nothing new on this.
3. Variable Frequency Drives: Public Works Director John Tolan advised the variable frequency drives are working well and this is done.
4. South Loop Extension: Shane stated this project has been completed as well. We just added the Stehl's on that line, and everything went well.
5. New Electric Customers: Administrator Funderburg said we pulled a list of customers who have electric but are not annexed. We need to also look at the people who signed pre-annexation agreements. Tony believes there are around 12 of those. Shane will work with Jane to come with a list of the ones that don't have our power. Tony advised we would have to get Attorney Manion involved if we want to pursue the residents that don't have our electric. He stated Brian is very busy right now. Shane said the lots that split off from Mike Crowe can get our power.

## B. NEW BUSINESS:

1. JF Electric Storm Restoration Rates: Administrator Funderburg said in the case of a true emergency or disaster, we have to have set contacts in place in order to get reimbursed by FEMA. We received this information from JF Electric and will incorporate that into our Emergency Operating Plan with ESDA. JF Electric has employees on call 24/7 and will be able to help us if we get in a bind. We are working towards getting more prepared with a contact base. John confirmed our mutual aid is free.
2. IMEA Power Sales Contract Revision: John advised IMEA increased their rates effective January 1, 2017 due to Ameren transmission increases. They explained it should be a wash to the communities since IMEA is saving in other places. Ameren is getting closer to our rate. John confirmed they only increase the rates when needed and not on a set schedule.

3. IMEA Annual Meeting: The meeting is scheduled for November 4<sup>th</sup>. We will have a sign up sheet available or let Tony know if you want to attend.
4. Matt Kirkwood Annexation: Tony advised he signed the petition to annex. Tony said Mr. Kirkwood wants to be reimbursed for the money he spent to have the electric run to his house. Julie prepared the annexation agreement with that language revised to reflect Mr. Kirkwood's request. She has emailed that agreement to Attorney Manion for review.

Shane advised we have three businesses that have added 3-phase services – Dollar Tree, Jacks Auto Wash and Professional Metal Works.

Shane stated we have a handle on one of the Caterpillar engines at the south sub that is going bad. It does not affect the runs at all. Altorfer performs the maintenance on them, and Shane is waiting on an estimate from them. He thinks it will be about \$2,000.

We also have a regulator in the sub station which failed. It does not affect the operation but we lost communication with them through Scada. If generating, the regulator would be handled manually. The cost to fix that is estimated at \$5,600. BHM&G is recommending going to a cheaper module but we will have to update some other hardware to make that happen.

Shane advised Parrish would like to know the cost to switch out the seven night lights by their storage units from sodium to LED. Shane said our sodium lights cost \$150 and the LED cost \$330. Shane suggested using IMEA grant money to do this in next year's program. We would also suggest a cost share program if they want to do them all at one time. Tony reminded everyone we own these lights. Trustee Blais suggested Parrish could pay the difference between the two lights. We would use the old ones in other parts of town. John said whatever we do, we need to make it a policy so it applies to everyone. John said we will come back with a policy that states we are moving to LEDs, a certain amount will be done each year, customer would be willing to pay difference in price and the rates would stay the same.

John said at a recent IMEA meeting, they talked about generation. Out of 20 communities that generate, 8 failed, and rather significantly. IMEA is concerned with the failure rate and is looking at possible joint trainings conducted by IMEA. John feels it is not IMEA's job to do that, and that it is the town's responsibility to have qualified people. We need to train on our machines not go somewhere else. John would prefer if BHM&G would conduct training here and have IMEA help offset the training costs. Shane said we exercise generation every month with all of our guys on it. John advised Jesse and Gregg are interested in learning the power plant and will get them involved as well.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn at 6:00 p.m. and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# VILLAGE OF FREEBURG

## FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243

PHONE: (618) 539-5545 • FAX: (618) 539-5590

### PUBLIC WORKS COMMITTEE MEETING

Trash/Water/Sewer

(Pruett/Albers/Blaies/Matchett)

Wednesday, September 14, 2016 at 5:45 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 6:00 p.m. on Wednesday, September 14, 2016, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

#### A. OLD BUSINESS:

1. Approval of August 10, 2016 minutes: *Trustee Ray Matchett motioned to approve the August 10, 2016 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*
2. Sewer project: Administrator Funderburg called for an executive to discuss litigation.

#### EXECUTIVE SESSION

6:02 P.M.

*Trustee Rau Matchett motioned to enter into Executive Session citing litigation, 5 ILCS 120/2-(c)(11) and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*

#### EXECUTIVE SESSION ENDED

6:12 P.M.

*Trustee Ray Matchett motioned to end the Executive Session at 6:12 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried. The committee meeting reconvened at 6:13 p.m.*

3. Sewer issues: Public Works Director John Tolan advised the diesel fuel smell is back. Gregg confirmed there was a very strong diesel smell behind Shaffer Tire, so John called the engineering firm that was taking care of the remediation. He said it has been a long time since the last smell. The state has released funds, so this project is starting to move again. The plans were submitted to remediate. EPA wants sample wells by Citizens and Mr. Baker, and they should get approval for the wells in next the month. John sent letters to the affected residents and also bought a masking agent and will put it upstream of Valentines and let it drip in. He also stated a lot of people on that line that don't get this smell. Tony said this is an EPA issue since those residents are claiming health issues.

John advised Wiegmann's discharged two weeks ago, and we had no issues at the plant.

4. FSH Minutes: John stated SLM approved the Route 159 Water Interconnect Project contract to Haier Plumbing.
5. Radio Read Meters: John said we have moved forward a little, and agreed on 891 to be the number of bad meters. Someone is going to come in and install all of these.

Water/Sewer Committee Meeting

Wednesday, September 14, 2016

Page 1 of 2

6. SAVE Water Tower Leak: The leak has been repaired, the sample came back good, and the VFDs are running fine. Item can be taken off the agenda.
7. New Water Lines: Tony said we have a couple new lines with annexations, and are going to have to choose an engineer to do those. We may try out a few different companies to see who we like working with on these projects.
8. Recycling Firms: Hold off for now.

John advised we are still flushing hydrants. The lead/copper sampling is due this month. He also said the Senate is working to pass a bill that is going to require municipalities to help schools, day cares with their inside water sources. This would include water in the fixtures, every kitchen sink, water fountains. He said we will offer service to help but not for free. We will have to have a materials plan for our distribution system. We also will be required to do corrosive tests on the water.

**B. NEW BUSINESS:**

1. Tracer Wire for New Service Line Installs: John would like to see our code amended to require a resident requesting a new water or sewer service to pay for the tracer wire where the connection is made. John will put something together to amend the code.
2. Trash Service Policy When Residents Leave/Selling Home: Tony said we had a couple people ask for trash to be disconnected when their utilities were left on. He further said our current policy trash service goes with utilities. Leave alone.

John said there was a big fire by Mascoutah a couple of weeks ago, and the fire department was pulling from our mains which caused us to get dirty water and complaints. John did talk to Mr. Viewelbwer about improving the communications to let us know when something like this happens.

**C. GENERAL CONCERNS:** Mike Blaies was contacted by IDNR advising that FEMA is getting ready finalize the floodplain maps. Tony confirmed FEMA isn't going to change what they have.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Ray Matchett motioned to adjourn the meeting at 6:33 p.m. and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.*



Julie Polson,  
Office Manager

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Albers/Matchett/Meehling/Trout)  
Wednesday, September 14, 2016 at 6:00 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:34 p.m. on Wednesday, September 14, 2016, in the Municipal Center by Chairperson Denise Albers. Members present were Chairperson Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Dean Pruett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

## POOL: A. OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Administrator Funderburg advised we will receive \$29,000 for the playground grant. He is going to write another one from MEPRD for a different surface. He would like to have the poured in place rubber. John advised we had seeded and placed straw down then received 5 inches of rain right after that.

## B. NEW BUSINESS: None.

## STREETS: A. OLD BUSINESS:

1. Approval of August 10, 2016 Minutes: Trustee Matt Trout motioned to approve the August 10, 2016 minutes and Trustee Lisa Meehling seconded the motion. All yea, the motion carried.
2. MFT/Ditch on N. Main: John advised MFT is going fine, and we will see more movement for the ditch on Main in November/December.
3. Drainage Problem Areas/Southgate Drive/Stormwater Run-Off: Everything looked okay.
4. E. Apple Issues: Nothing new.
5. Borger Drainage Issue: Both Tony and Denise drove by this home and Tony said everything inside the moat is full, everything else was fine. If we do anything, the drainage needs to be taken out from the foundation. Tony suggested asking the football team for their help with this. We don't want to agree to anything until the homeowners move the drainage away from the foundation.

Mayor Speiser asked the status of Charlie Kaiser's culver and John advised he has it on the list, and also said we need to cut down about 5 trees.

## B. NEW BUSINESS:

1. Financing of Leaf Truck: Tony advised we will have the information to finance the leaf truck on the agenda for Monday's meeting. The first payment was made out of this budget.
2. 2017 Ford Explorer: Tony said we are looking at the purchase of a 2017 Ford Explorer which would be used by him and anyone that needs it. We would purchase it at the State bid price in white. The committee wanted to add the strobe lights, all weather mats and the trailer tow package.

Trustee Matt Trout motioned to approve the purchase of a 2017 Ford Explorer and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

3. St. Joseph School Race Like a Hawk 5K Run Request: Request was approved.
  4. TWM Proposal for Hill Mine Road: Tony met with TWM regarding this issue. Tony advised we need to see the school's storm plans for the site/drainage design. Trustee Meehling suggested the schools call Rhutasel to get them. John believes we can you MFT money next year and use TWM. Tony suggested we could add parking in for soccer and softball and ask the schools to share in the cost. The committee asked for TWM to put some costs together and see what kind of money we are talking about to fix this problem.
- C. GENERAL CONCERNS:** John said he received complaints about the flags at the Village Park not being lowered for 9/11. He will look for a locking system that can be placed down low on the pole. Trustee Matt Trout directed the bill be sent to the Chamber. We will ask the Veteran's Group to take over the lowering of the flags. John advised he is going to continue the mosquito spraying for a while. He requested we advertise for part-time help with the leaves and other work.

A request was received to install a stop sign at Temple/Edison. It is time to move radar sign.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn the meeting at 6:52 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager



## 2017 FORD EXPLORER PACKAGE

### MECHANICAL

- Alternator – 175 Amp
- Axle Ratio – 3.39 (FWD), Non-Limited-Slip
- Battery – maintenance-free (58-AH)
- Electronic Power Assist Steering
- Engine – 3.5L Ti-VCT V6
- Fuel Tank – 18.6 gallons
- Hill Start Assist
- Suspension – independent front & rear
- Transmission – 6-Speed SelectShift

Automatic® (not included with 2.0L EcoBoost®)

### EXTERIOR

- Antenna, Roof-mounted
- Bumpers – Painted Body-Color, front & rear (Body-Color Top, Black Bottom)
- Cladding – Lower bodyside cladding (Black)
- Door Handles – Black (MIC)
- Exhaust Tips – Dual Chrome
- Glass – 2nd and 3rd Row Privacy Glass
- Grille – Foundry Gray Painted
- Headlamps – Bi-Functional Projector Beam Halogen

- Liftgate Appliqué – Chrome with embossed Explorer
- Mirrors – Black (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors (integrated blind spot mirrors not included when equipped with BLIS®)
- Roof Side Rails – Black with Black End Caps
- Spare – Mini Spare
- Spoiler – Body-Color
- Tail lamps – LED
- Tires – P245/65R17 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 17" Steel Wheels

### INTERIOR / COMFORT

- Air Filtration System
- Appliqués – Dark Galvano
- Cargo Hooks
- Center-stack – Dark Slate Metallic
- Climate Control
  - Auxiliary A/C
  - Manual Single Zone
- Console
  - Floor – Armrest / Storage
  - Overhead Console with Lights and Sunglass Holder

- Floor mats, color-keyed, carpeted, front & rear
- Glove box
- Grab Handles – (1) at passenger seat, (2) in 2nd Row
- Load Floor Tie-Down Hooks
- Mirror – manual Rearview day/night
- Power Door-Locks
- Powerpoints – (4 total) 12-volt, 1st Row (2), 2nd Row & rear cargo area
- Rear Dome/Map Light, 2nd and 3rd Row
- Scuff Plates – Front & Rear MIC Embossed with Explorer
- Seats
  - 1st Row Cloth, Bucket Seats, 6-way power driver with

- manual lumbar and recline, 2-way (fore/aft) Manual
- Passenger Seat w/Manual Recline
  - 2nd Row – 60/40 Split-Fold-Flat Bench (Fore/Aft adjustable seat – 40 section only)
  - 3rd Row – 50/50 Split-Folding Seat
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel – Speed Controls, 5-Way Controls and Secondary Audio Controls
- Sun visors, color-keyed, single blade covered vanity mirrors
- Windows, Power with 1-touch down drivers

**SAFETY/SECURITY**

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, 2nd generation driver & front-passenger, side seat

       **4X2 \$23,990.00** ~~**4X4 \$25,770.00**~~

**CALL RICK CRUSE TOLL FREE (866) 532-3921**

# DIMENSIONS

## Exterior Dimensions (in)

|                                       |       |
|---------------------------------------|-------|
| Wheelbase [in]                        | 112.6 |
| Length [in]                           | 197.1 |
| Height [in]                           | 70.4  |
| Width - Excluding Mirrors [in]        | 78.9  |
| Width - Including Mirrors [in]        | 90.2  |
| Width - Mirrors Folded [in]           | 82.5  |
| Front Track [in]                      | 67    |
| Rear Track [in]                       | 67    |
| Front Overhang [in]                   | 38    |
| Rear Overhang [in]                    | 46.5  |
| Approach Angle [deg]                  | 21.7  |
| Departure Angle [deg]                 | 21.4  |
| Ramp Breakover Angle [deg]            | 16.5  |
| Minimum Running Ground Clearance [in] | 7.6   |
| Estimated Base Curb Weight (lbs.)     | 4534  |

## Interior

|                                 |      |
|---------------------------------|------|
| Head Room - First Row [in]      | 41.4 |
| Head Room - Second Row [in]     | 40.5 |
| Head Room - Third Row [in]      | 37.8 |
| Leg Room - First Row [in]       | 40.6 |
| Leg Room - Second Row [in]      | 39.8 |
| Leg Room - Third Row [in]       | 33.2 |
| Hip Room - First Row [in]       | 57.3 |
| Hip Room - Second Row [in]      | 56.7 |
| Hip Room - Third Row [in]       | 40.7 |
| Shoulder Room - First Row [in]  | 61.3 |
| Shoulder Room - Second Row [in] | 61   |
| Shoulder Room - Third Row [in]  | 50.8 |

## Capacities

|  |       |
|--|-------|
| Passenger Volume [cu. ft.]               | 151.7 |
| Cargo Volume Behind First Row [cu. ft.]  | 80.7  |
| Cargo Volume Behind Second Row [cu. ft.] | 43.8  |
| Cargo Volume Behind Third Row [cu. ft.]  |       |

## 2017 FORD EXPLORER OPTIONS

| OPTION  | PRICE      |
|---|------------|
| <input type="checkbox"/>  |            |
| <input type="checkbox"/> SYNC SYSTEM  | STD        |
| <input type="checkbox"/> SIRIUS SATELLITE RADIO                               | \$ 195.00  |
| <input type="checkbox"/> EXTRA KEY FOB  | \$ 180.00  |
| <input type="checkbox"/> KEY ONLY (DOOR)                                      | \$ 70.00   |
| <input type="checkbox"/> ROOF LUGGAGE RACK                                    | \$ 140.00  |
| <input type="checkbox"/> ENGINE BLOCK HEATER                                  | \$ 79.00   |
| <input checked="" type="checkbox"/> TRAILER TOW PACKAGE ON 4 WHEEL DRIVE ONLY | \$ 497.00  |
| <input type="checkbox"/> DAYTIME RUNNING LAMPS                                | \$ 45.00   |
| <input type="checkbox"/> FRONT LICENSE BRACKET                                | N/C        |
| <input type="checkbox"/> SMOKER'S KIT   | \$ 90.00   |
| <input type="checkbox"/> CARGO SHADE  | \$ 130.00  |
| <input checked="" type="checkbox"/> ALL-WEATHER RUBBER FLOOR MATS             | \$ 120.00  |
| <input type="checkbox"/> STEP BARS  | \$ 525.00  |
| <input type="checkbox"/> REMOTE START   | \$ 650.00  |
| <input type="checkbox"/> REVERSE SENSING                                      | \$ 275.00  |
| <input type="checkbox"/> ABLE II 6 POSITION SWITCH BOX                        | \$ 425.00  |
| <input type="checkbox"/> FRONT CAGE   | \$ 850.00  |
| <input type="checkbox"/> FRONT AND REAR CAGES                                 | \$ 1350.00 |
| <input type="checkbox"/>  |            |
| <input type="checkbox"/> FRONT CORNER L.E.D. LAMPS                            | \$ 330.00  |
| <input type="checkbox"/> REAR CORNER L.E.D. LAMPS                             | \$ 330.00  |
| <input type="checkbox"/> BRACKETS SETENA PUSH BUMPER                          | \$ 625.00  |
| <input type="checkbox"/>  |            |
| <input type="checkbox"/>  |            |
| <input type="checkbox"/>  |            |
| <input type="checkbox"/> SPLASH GUARDS  | \$ 205.00  |
| <input type="checkbox"/> DELIVERY 1 UNIT                                      | \$ 275.00  |
| <input type="checkbox"/> DELIVERY 2 UNITS OR MORE (EACH)                      | \$ 225.00  |
| <input checked="" type="checkbox"/> TITLE                                     | \$ 95.00   |
| <input checked="" type="checkbox"/> DOC FEE/CVR                               | \$ 125.00  |
| <input type="checkbox"/> TRANSFER PLATES                                      | \$ 25.00   |
| <input checked="" type="checkbox"/> M, MP, OR SHERIFF                         | \$ 10.00   |
| <input type="checkbox"/> NEW PASSENGER PLATES                                 | \$ 101.00  |

# 2017 FORD EXPLORER COLORS

| EXTERIOR                            |                                      | NO CHARGE | ORDER CODE |
|-------------------------------------|--------------------------------------|-----------|------------|
| <input type="checkbox"/>            | BLUE JEANS                           | N/C       | N1         |
| <input type="checkbox"/>            | RUBY RED METALLIC TINTED CLEAR COAT* | \$ 395.00 | RR         |
| <input type="checkbox"/>            | SHADOW BLACK METALLIC                | N/C       | G1         |
| <input type="checkbox"/>            | INGOT SILVER METALLIC                | N/C       | UX         |
| <input checked="" type="checkbox"/> | OXFORD WHITE                         | N/C       | YZ         |

\* EXTRA CHARGE

|                          |                    |     |    |
|--------------------------|--------------------|-----|----|
| <input type="checkbox"/> | INTERIOR           | N/C | 7L |
|                          | MEDIUM LIGHT CAMEL |     |    |

\$27,000