

REGULAR BOARD MEETING AGENDA – SEPTEMBER 3, 2013 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 - 1. August 19, 2013 – Regular Board Meeting - **Exhibit A**
5. Finance
 - 5 – 1. Finance Committee Meeting – Wednesday, August 28, 2013 - 5:30 p.m. – minutes unavailable
 - 5 - a. Board Report - MFT: \$ 10,726.03 – **Exhibit B**
 - 5 - b. Board Report - General: \$ 722,110.24
6. Treasurer’s Report – None.
7. Attorney’s Report –
 - 7 – 1. Executive Session to Discuss Personnel, 5 ILCS 120/2(c)(1)
 - 7 – 1a. Possible Recommendation of Disciplinary Action
8. ESDA Report –
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Davinroy Mechanical Contractor’s Pay Request in the amount of \$46,276.72 – **Exhibit C**
 - 10 – 2. Rhutasel & Associates’ Pay Request #6 in the amount of \$1,429.21 – **Exhibit D**
 - 10 – 3. TWM’s Pay Request Invoice #49828 in the amount of \$4,820.11 – **Exhibit E**
 - 10 – 4. TWM’s Pay Request Invoice #49960 in the amount of \$14,805.63 – **Exhibit F**
 - 10 – 5. TWM’s Pay Request Invoice #49961 in the amount of \$3,352.25 – **Exhibit G**
 - 10 – 6. National Association of Letter Carriers’ Request to Collect Donations – **Exhibit H**
 - 10 – 7. St. Joseph Church’s Request to Close Streets/Alleys for Picnic – **Exhibit I**
11. Recommendations of Boards and Commissions –
 - 11 – 1 Plan Commission Memorandum - **Exhibit J**
12. Contracts, Releases, Agreements and Annexations –
 - 12 – 1. Charter Agreement – See Exhibit K – Ordinance #1472
13. Bids – None.
14. Resolutions – None.
15. Ordinances –
 - 15 – 1. Ordinance #1472: Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement with Charter Communications – **Exhibit K**
 - 15 – 2. Ordinance #1473: Ordinance Authorizing the Village to Borrow Funds from the Water Pollution Control Loan Program – **Exhibit L**
 - 15 – 3. Ordinance #1474: Ordinance Amending Title VII, Chapter 73 (Traffic Schedules) of the Revised Code of Village of Freeburg – **Exhibit M**

- 15 – 4. Ordinance #1475: Ordinance Amending Title VII, Chapter 73 of Revised Code (Traffic Schedules) of Revised Code of the Village of Freeburg – **Exhibit N**
16. Old Business – None.
17. New Business – None.
18. Appointments – None.
19. Committee Meeting Minutes –
 - 19 – 1. Water/Sewer Committee Meeting – Wednesday, August 21, 2013 – 5:30 p.m. – **Exhibit O**
 - 19 – 2. Streets Committee Meeting – Wednesday, August 21, 2013 – 6:30 p.m. – **Exhibit P**
 - 19 – 3. Legal/Ordinance Committee Meeting – Wednesday, August 28, 2013 – 4:45 p.m. – minutes unavailable
 - 19 – 4. Committee as a Whole Meeting – Wednesday, August 28, 2013 – 6:00 p.m. – minutes unavailable
 - 19-4a. Recommend sending up to 10 people to the IML Conference
20. Village President’s and Trustees’ Comments
21. Staff Comments
22. Upcoming Meetings
 - 22 – 1. Electric Committee Meeting – Wednesday, September 11, 2013 – 5:30 p.m.
 - 22 – 2. Personnel/Police Committee Meeting - Wednesday, September 11, 2013 - 6:30 p.m.
 - 22 – 3. Plan Commission Hearing – Thursday, September 12, 2013 – 6:00 p.m.
 - 22 – 4. Community Development Committee Meeting – Monday, September 16, 2013 – 6:30 p.m.
 - 22 – 5. Board Meeting – Monday, September 16, 2013 – 7:30 p.m.
 - 22 – 6. Board of Appeals Hearing – Thursday, September 26, 2013 – 7:00 p.m.
23. Village President’s and Trustees’ Comments
24. Staff Comments
25. 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)a.]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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 Law Group, P.C

FREEBURG REGULAR BOARD MEETING Monday, August 19, 2013 at 7:30 P.M. Regular Board Meeting Minutes

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:31 p.m., on Monday, August 19, 2013 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Mike Blaies – here; Trustee Raymond Matchett, Jr. – here; Trustee Dean Pruett – here; Trustee Elizabeth Niebruegge - here; Trustee Steve Smith - here; Trustee Matt Trout – here; Mayor Seth Speiser - here; (7 present, 0 absent). Mayor Seth Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have two sets of minutes for approval; Regular Board meeting Monday, July 15, 2013 and Regular Board meeting Monday, August 5, 2013

Trustee Matt Trout motioned to approve the minutes of Monday, July 15, 2013 with corrections and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.

Trustee Dean Pruett motioned to approve the minutes of Monday, August 5, 2013 with corrections and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.

FINANCE: None.

TREASURER'S REPORT: None.

ATTORNEY'S REPORT: None.

ESDA REPORT: Coordinator Gene Kramer gave an updated us on his report he passed out for the Board to review as he spoke on each subject.

PUBLIC PARTICIPATION: Mayor Speiser called for Public Participation:

1. Mike Heap said he is here publicly to thank the village electric department and John Tolan, for taking care of the electric on the two-way radios.

Village of Freeburg Board Meeting Minutes
Monday, August 19, 2013
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The guys got them up and running and back in service for the starting of the school year. Mike said without their cooperation and help we would of not had our two-way radios to communicate with schools and bus drivers for the first day of school. We appreciated all their hard work and he wanted to thank them all for a great job.

REPORTS AND CORRESPONDENCE: None.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASE, AGREEMENTS and ANNEXATIONS: None.

BIDS: None.

RESOLUTIONS: None.

EXHIBIT B:

ORDINANCES:

Mayor Speiser said we have Ordinance #1470, An Ordinance of the Board of Trustee of the Village of Freeburg Authorizing the Village to Enter into and the Mayor to Execute an Agreement between the Village and Charter Communications.

After questions and discussion on Ordinance #1470, the Board of Trustees decided to table the ordinance until next meeting.

Trustee Mike Blaies motioned to table Ordinance #1470 and Trustee Steve Smith seconded the motion. All voting aye, motion carried.

EXHIBIT C:

ORDINANCES:

Mayor Speiser said we have Ordinance #1471, An Ordinance Authorizing Waiver of Bidding Process and Accepting AKA Concrete's Bid for Electric Shed Floor.

*Trustee Mike Blaies motioned to adopt Ordinance No. 1471 by title only and Trustee Elizabeth Niebruegge seconded the motion. **ROLL CALL:** Trustee Mike Blaies – aye; Trustee Elizabeth Niebruegge - aye; Trustee Steve Smith - aye; Trustee Dean Pruett - aye; Trustee Matt Trout - aye; Trustee Raymond Matchett, Jr.- aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.*

OLD BUSINESS: Mayor Speiser call for any Old Business.

Trustee Smith asked Village Administrator Tony Fundenburg if he wanted to say anything about the ITIF application. Village Administrator Fundenburg said we did submitted the application. It is a three part project and part one and two are done.

Trustee Smith said he thinks we need to put an article in the Tribune, about the weight limits on village streets, like parking certain vehicles like tractor trailers being parked in back yards and on village side streets. We need to make people aware of it and then also enforce it.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT D:

Electric Committee Meeting: Trustee Blaies called the Electric Committee meeting to order on Wednesday, August 14, 2013 at 5:30 p.m.

OLD BUSINESS:

1. Acquiring Ameren customers: Trustee Blaies said we had our first meeting with Shane Krauss our new Head Lineman for the Village. In the meeting we are having Shane to go through the list to see if there are other customers that might want to hook up with the village for our power.
2. Portable Generator Replacement Trustee Blaies said we talked to Craig at Burr Oak and he had to send the fuel pump back that was being replace on the generator and should have a new one in a couple of weeks.
3. Charter Agreement: Trustee Blaies said we talked a little about the Charter Agreement.
4. Wiegmann's project/Grade School project: Trustee Blaies said we are waiting on them for the next phase. The grade school project is done.
5. Shed: Trustee Blaies said we talked about the shed and took care of that already on the agenda.
6. Spreadsheet of agreements: Trustee Blaies said we talked about the spreadsheet of agreements.
7. Transformer bids/Surplus Transformers: Trustee Blaies said the guys are going through everything and see what can be surplus bid out. Some of guys have been out checking the power poles to see what kind of condition they are in. Trustee Blaies stated that the guys are working on getting the area cleaned out on the old railroad right-of-way at the north plant for pole storage to get them away from the sewer plant.
8. Prairie State Tour: Trustee Blaies said we have the Prairie State Tour coming up this Thursday.

9. Cold storage units: Trustee Blaies said we found out the reason why the units are still in cold storage and they will most likely stay that way, for it would be too expensive to get them up and running.

NEW BUSINESS:

Trustee Blaies said we talked about reviewing the cost for wire and labor for installations to new construction.

EXHIBIT H:

Personnel/Police Committee Meeting: Trustee Matchett called the Personnel/Police Committee meeting to order on Wednesday, August 14, 2013 at 6:30 p.m.

POLICE: OLD BUSINESS:

1. Transmission repair on 2009 car: Trustee Matchett said the repair on the vehicle is completed and the car is back in operations.

NEW BUSINESS: Trustee Matchett stated under police new business we had a couple of topics we discussed.

PERSONNEL:

OLD BUSINESS:

1. Employee handbook and Job descriptions: Trustee Matchett said we are going to put this on hold for right now until the code book revisions have been completed.

2. Full-time Crew Worker: Trustee Matchett said we talked about the hiring of the Full-time Crew Worker and at this time he would like to have motion.

*Trustee Mike Blaies motioned to hire Tony McDonald as the Full-time Crew Worker for the Village of Freeburg and Trustee Raymond Matchett, Jr. seconded the motion. **ROLL CALL:** Trustee Mike Blaies – aye; Trustee Raymond Matchett, Jr. - aye; Trustee Matt Trout - aye; Trustee Steve Smith - aye; Trustee Elizabeth Niebruegge – aye; Trustee Dean Pruett - aye; 6 ayes, 0 nays, 0 absent). All voting aye, motion carried.*

3. Time Clock Policy: Trustee Matchett said we talked about the time clock policy. Trustee Matchett said he would like to make a motion at this time.

Trustee Smith said before we vote on the time clock policy he would like to discuss a couple of things. After a short discussion, Trustee Matchett made the motion.

Trustee Raymond Matchett, Jr. motioned to adopt the Time Clock Policy and Trustee Matt Trout seconded the motion. . **ROLL CALL:** Trustee Raymond Matchett, Jr. - aye; Trustee Matt Trout - aye; Trustee Mike Blaies – aye; Trustee Steve Smith - aye; Trustee Elizabeth Niebruegge – aye; Trustee Dean Pruett - aye; 6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

4. Office Cleaning: Trustee Matchett said we are still looking into this.

NEW BUSINESS:

1 IML Conference: Trustee Matchett stated we are looking to send a few of the board members to the conference.

Trustee Smith said before we go on he has some questions:

1. On Lucky Joes; about extending their liquor license until 2:00 a.m.; why are we doing this. Mayor Speiser said we do aloud six special permits each year from businesses for their request of extending their license time for special events.

2. Under the IML Conference it says we have three trustees' wanting to attend the conference; why do we need to send three. Trustee Niebruegge explained there is so much to cover at the conference that one cannot do it all. Trustee Niebruegge also commentated that Tony has talked to several Municipalities and they send everyone that would like to attend. Trustee Blaies said there is so many session to attend that one or two people cannot cover it. Mayor Speiser informed Trustee Smith this is going to go to Finance Committee and see if we can come up with the money.

3. Trustee Smith said the third thing is that Julie made a suggestion; we could use some of the money from video gaming for the conference. Trustee Smith said we decided to use that money for community projects that was a group decision.

UPCOMING MEETINGS

Water/Sewer Committee Meeting – Wednesday, August 21, 2013 – 5:30 p.m.

Street Committee Meeting – Wednesday, August 21, 2013 - 6:30 p.m.

Plan Commission Meeting – Thursday, August 22, 2013 – 6:00 p.m.

Legal/Ordinance Committee Meeting – Wednesday, August 28, 2013 – 4:45 p.m.

Finance Committee Meeting – Wednesday, August 28, 2013 – 5:30 p.m.

CLOSED IN OBSERVANCE OF LABOR DAY – Monday, September 2, 2013

Board Meeting - Tuesday, September 3, 2013 – 7:30 p.m.

VILLAGE BOARD AND STAFF COMMENTS:

Trustee Dean Pruett: He would like to congratulate Tony McDonald for being hired as full time crew worker.

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Monday, August 19, 2013

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Trustee Raymond Matchett: He said he would like to thank Elizabeth and anyone else who helped with the float for the Homecoming. He said he heard a lot of good comments on how great it was that everyone took part in the parade. Also most of us do have shirts and he would like to know if everyone would like to start wearing them to board meetings.

Trustee Mike Blaies: He would like to welcome Tony McDonald and he knows he will do a good job for the village.

Mayor Speiser: He would like to wish Tony good luck and he thinks he is a great part-time employee now. Seth said he has seen him on the job and he works very hard. He would like to thank all the trustees' for being in the Homecoming Parade. This went along way with the people who work so hard to get this parade organized.

Village Clerk Jerry Menard: She would like to congratulate Tony also for his position. She would like to say a special thank you to Elizabeth for donating all the candy for the parade, Seth for the picnic tables for float and Matt for getting the truck and flat bed. She was proud to see everyone take part in the parade. Also she heard good comments about it from several people.

Mayor Speiser: He said by the way he would like to let the public know the trustees' paid for their own shirts.

Trustee Matt Trout: He would like to thank Elizabeth for her help for the float; because it was a last minute thing to get together. He had a great time doing the float along with being in the parade.

Trustee Steve Smith: He said he would like to say ditto to everything that has been said.

Trustee Elizabeth Niebruegge: She would like to congratulate Tony. She would like also to thank Matt's family for the truck and flat bed, they did all the decorating she just supplied the decorations and the candy. She said she really like being part of it.

Village Administrator Tony Funderburg: Thank you all. He thought it all went off just great and it was incredible.

Village Attorney: Ditto to all the comments.

Village Zoning Administrator Gary Henning: He would like to let everyone know he had a great time on Saturday. He also like to take this time to thank John, Tony and everyone else who took part in making sure the town was in shape and perfect for the Homecoming.

Village Public Works John Tolan: – He thinks he has a workman comp claim he was hit in head with candy, it is on video. Trustee Blaies informed him to wear a hard hat next year.

ESDA REPORT Gene Kramer: He said we need a thank you the weather that was predicted, from your truly.

ADJOURN: *Trustee Matt Trout motioned to adjourn the meeting at 8:00 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Jerry Lynn Menard
Village Clerk

SYS DATE: 07/31/13
FROM: 07/31/13

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 233
Wednesday July 31, 2013

Exhibit B
SYS TIME: 10:04
[NB]

TO: 08/31/13

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| 6185392107-7/13 | 52-43-552 | | SR TELEPHONE | | | 32.76 |
| 6185393094-7/13 | 52-43-552 | | SR TELEPHONE | | | 28.29 |
| 6185393106-7/13 | 53-40-552 | | EL TELEPHONE | | | 81.24 |
| 6185393112-7/13 | 53-40-552 | | EL TELEPHONE | | | 100.01 |
| 6185393131-7/13 | 01-21-552 | | PD TELEPHONE | | | 62.45 |
| 6185393132-7/13 | 01-21-552 | | PD TELEPHONE | | | 140.22 |
| 6185394830-7/13 | 52-43-552 | | SR TELEPHONE | | | 44.80 |
| 6185394835-7/13 | 52-43-552 | | SR TELEPHONE | | | 41.70 |
| 6185395545-7/13 | 01-11-552 | | AD TELEPHONE | | | 85.86 |
| | 51-42-552 | | WR TELEPHONE | | | 85.86 |
| | 52-43-552 | | SR TELEPHONE | | | 85.86 |
| | 53-40-552 | | EL TELEPHONE | | | 85.86 |
| 6185395625-7/13 | 52-43-552 | | SR TELEPHONE | | | 29.75 |
| 6185395876-7/13 | 53-40-552 | | EL TELEPHONE | | | 30.36 |
| 6185395916-7/13 | 52-43-552 | | SR TELEPHONE | | | 28.13 |
| BLOMENKAMP, GREG MEDICAL 7/30/13 | | 07/31/13 | | 46258 | 4838.52 | |
| | 01-41-534 | | ST MEDICAL | | | 113.79 |
| | 51-42-534 | | WR MEDICAL | | | 341.38 |
| | 52-43-534 | | SR MEDICAL | | | 227.58 |
| | 53-40-534 | | EL MEDICAL | | | 455.17 |
| MEDICAL 7/31/13 | 01-41-534 | | ST MEDICAL | | | 370.06 |
| | 51-42-534 | | WR MEDICAL | | | 1110.18 |
| | 52-43-534 | | SR MEDICAL | | | 740.12 |
| | 53-40-534 | | EL MEDICAL | | | 1480.24 |
| CARDINAL WIPING CLOTH 2806 | | 07/31/13 | | 46259 | 138.00 | <i>lags.</i> |
| | 01-41-652 | | ST OPERATING SUPPLIES | | | .34 |
| | 51-42-652 | | WR OPERATING SUPPLIES | | | .34 |
| | 52-43-652 | | SR OPERATING SUPPLIES | | | .34 |
| | 53-40-652 | | EL OPERATING SUPPLIES | | | 136.98 |
| CHARTER COMMUNICATIONS 3795/AUG 2013 | | 07/31/13 | | 46260 | 54.99 | |
| | 01-11-539 | | AD OTHER PROF SERVICES | | | 11.00 |
| | 01-21-539 | | PD OTHER PROF SERVICES | | | 11.00 |
| | 51-42-539 | | WR OTHER PROF SERVICES | | | 11.00 |
| | 52-43-539 | | SR OTHER PROF SERVICES | | | 11.00 |
| | 53-40-539 | | EL OTHER PROF SERVICES | | | 10.99 |
| CHIEF SUPPLY 275576 | | 07/31/13 | | 46261 | 144.38 | <i>Turner badge + wallet</i> |
| | 01-21-471 | | PD UNIFORM ALLOWANCE | | | 144.38 |
| CLEAN THE UNIFORM CO 31537123 | HIGHLAND | 07/31/13 | | 46262 | 1488.30 | |
| | 51-42-471 | | WR UNIFORM RENTAL | | | 91.52 |
| | 52-43-471 | | SR UNIFORM RENTAL | | | 91.52 |

SYS DATE: 07/31/13
 FROM: 07/31/13

Village of Freeburg
 A / P BOARD LIST
 REGISTER # 233
 Wednesday July 31, 2013

SYS TIME: 10:04
 [NB]

TO: 08/31/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
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| | 53-40-471 | | EL UNIFORM RENTAL | | 91.52 | |
| 31539098 | 51-42-471 | | WR UNIFORM RENTAL | | 91.52 | |
| | 52-43-471 | | SR UNIFORM RENTAL | | 91.52 | |
| | 53-40-471 | | EL UNIFORM RENTAL | | 91.52 | |
| 31541049 | 51-42-471 | | WR UNIFORM RENTAL | | 91.52 | |
| | 52-43-471 | | SR UNIFORM RENTAL | | 91.52 | |
| | 53-40-471 | | EL UNIFORM RENTAL | | 91.52 | |
| 31543027 | 51-42-471 | | WR UNIFORM RENTAL | | 91.52 | |
| | 52-43-471 | | SR UNIFORM RENTAL | | 91.52 | |
| | 53-40-471 | | EL UNIFORM RENTAL | | 91.52 | |
| | 51-42-652 | | WR OPERATING SUPPLIES | | 38.50 | |
| | 52-43-652 | | SR OPERATING SUPPLIES | | 38.50 | |
| | 53-40-652 | | EL OPERATING SUPPLIES | | 38.50 | |
| 31544962 | 51-42-471 | | WR UNIFORM RENTAL | | 91.52 | |
| | 52-43-471 | | SR UNIFORM RENTAL | | 91.52 | |
| | 53-40-471 | | EL UNIFORM RENTAL | | 91.52 | |
| COVENTRY HEALTH CARE OF MO, I07/31/13 49562609 | | | | 46263 | 21885.64 | <i>Health Insurance</i> |
| | 01-00-151 | | DUE FROM EMPLOYEE INSURANCE | | 1579.64 | |
| | 01-11-451 | | AD HEALTH INSURANCE | | 728.67 | |
| | 01-21-451 | | PD HEALTH INSURANCE | | 8611.29 | |
| | 01-41-451 | | ST HEALTH INSURANCE | | 747.14 | |
| | 51-42-451 | | WR HEALTH INSURANCE | | 1739.51 | |
| | 52-43-461 | | SR SOCIAL SECURITY | | 1607.66 | |
| | 53-40-451 | | EL HEALTH INSURANCE | | 6871.73 | |
| DAVE SCHMIDT TRK SERVICE 07/31/13 72715 | | | | 46264 | 538.04 | <i>1998 INTERNATIONAL</i> |
| | 01-41-512 | | ST SERVICES, EQUIPMT | | 179.35 | <i>TRUCK</i> |
| | 51-42-512 | | WR SERVICES, EQUIPMT | | 179.35 | |
| | 52-43-512 | | SR SERVICES, EQUIPMT | | 179.34 | |
| FREEBURG PHARMACY 07/31/13 199187 | | | | 46265 | 12.98 | |
| | 58-55-652 | | SWP OPERATING SUPPLIES | | 12.98 | |
| FREEBURG PRINTING & PUBLISHIN07/31/13 90069 | | | | 46266 | 63.00 | <i>Hydrant Flushing</i> |
| | 51-42-553 | | WR PUBLISH, ADVERTISING | | 63.00 | |
| FROST ELECTRICAL SUPPLY COMPA07/31/13 53256172.001 | | | | 46267 | 22.60 | |
| | | | DISCOUNT TAKEN | | .46- | |
| | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 23.06 | |
| FUNDERBURG, TONY 07/31/13 MEDICAL 7/30/13 | | | | 46268 | 250.59 | |
| | 01-41-534 | | ST MEDICAL | | 62.65 | |
| | 51-42-534 | | WR MEDICAL | | 62.65 | |
| | 52-43-534 | | SR MEDICAL | | 62.65 | |
| | 53-40-534 | | EL MEDICAL | | 62.64 | |
| GAUCH, DONALD 07/31/13 | | | | 46269 | 10.00 | |

SYS DATE: 07/31/13
 FROM: 07/31/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 233
 Wednesday July 31, 2013

SYS TIME: 10:04
 [NB]

TO: 08/31/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | AMOUNT | DISTR |
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| MEDICAL 7/30/13 | 01-41-534 | | ST MEDICAL | 1.00 | |
| | 51-42-534 | | WR MEDICAL | 3.00 | |
| | 52-43-534 | | SR MEDICAL | 2.00 | |
| | 53-40-534 | | EL MEDICAL | 4.00 | |
| HAWKINS, INC 3471492 | | 07/31/13 | 46270 | 11238.33 | |
| | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | 7893.24 | <i>W. Sewer Plant</i> |
| | 58-55-656 | | SWP CHEMICALS | 236.50 | <i>Pool</i> |
| 3489559 | 58-55-656 | | SWP CHEMICALS | 1382.74 | <i>Pool</i> |
| 3492570 | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | 85.35 | <i>Save Site</i> |
| 3494194 | 51-42-615 | | WR SUPPL, INFRASTRUCTURE | 1640.50 | <i>Save Site</i> |
| HD SUPPLY WATERWORKS, LTD B166194 | | 07/31/13 | 46271 | 4605.80 | |
| | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | 905.00 | <i>Rings</i> |
| B203553 | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | 3700.80 | <i>Copper Tubing</i> |
| HENNING, GARY REIMB 7/28/13 | | 07/31/13 | 46272 | 51.62 | |
| | 01-11-652 | | AD OPERATING SUPPLIES | 51.62 | |
| HODGE DWYER DRIVER 23509 | | 07/31/13 | 46273 | 130.00 | |
| | 53-40-539 | | EL OTHER PROF SERVICES | 130.00 | |
| HYDRO-KINETICS CORPORATION 6674 | | 07/31/13 | 46274 | 220.56 | |
| | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | 220.56 | <i>O Rings</i> |
| JIM'S AUTOMOTIVE INC 15012 | | 07/31/13 | 46275 | 589.12 | <i>2009 Ford F350</i> |
| | 01-41-513 | | ST SERVICES, VEHICLE | 147.28 | |
| | 51-42-513 | | WR SERVICES, VEHICLES | 147.28 | |
| | 52-43-513 | | SR SERVICES, VEHICLES | 147.28 | |
| | 53-40-513 | | EL SERVICES, VEHICLES | 147.28 | |
| LAWLER HEATING AND COOLING 1324 | | 07/31/13 | 46276 | 248.00 | <i>Village Hall A/C</i> |
| | 01-11-512 | | AD SERVICES, EQUIPMT | 248.00 | |
| LOUTHAN, BILLIE MEDICAL 7/30/13 | | 07/31/13 | 46277 | 784.24 | |
| | 01-11-534 | | AD MEDICAL | 156.84 | |
| | 51-42-534 | | WR MEDICAL | 156.84 | |
| | 52-43-534 | | SR MEDICAL | 156.84 | |
| | 53-40-534 | | EL MEDICAL | 313.72 | |
| MICK'S AUTO REPAIR, INC 64396 | | 07/31/13 | 46278 | 310.00 | <i>01-Ford F550</i> |
| | 01-41-513 | | ST SERVICES, VEHICLE | 77.50 | |
| | 51-42-513 | | WR SERVICES, VEHICLES | 77.50 | |
| | 52-43-513 | | SR SERVICES, VEHICLES | 77.50 | |
| | 53-40-513 | | EL SERVICES, VEHICLES | 77.50 | |
| MIDWEST METER, INC. | | 07/31/13 | 46279 | 586.62 | <i>WATER METER FATH BARNER Church</i> |

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 FROM: 07/31/13

Village of Freeburg
 A / P B O A R D L I S T
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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|--|-----------|------------|--------------------------|----------|---------|--------|
| 0046713*IN | 51-42-851 | | WR INFRASTRUCTURE | | 586.62 | |
| MOHR, JEFF MEDICAL 7/30/13 | | 07/31/13 | | 46280 | 63.53 | |
| | 01-41-534 | | ST MEDICAL | | | 6.35 |
| | 51-42-534 | | WR MEDICAL | | | 19.06 |
| | 52-43-534 | | SR MEDICAL | | | 12.71 |
| | 53-40-534 | | EL MEDICAL | | | 25.41 |
| POLSON, JULIE JPOLSON 7/26/13 | | 07/31/13 | | 46281 | 39.10 | |
| | 01-11-559 | | AD RECORDING FEES | | | 28.00 |
| | 01-11-562 | | AD TRAVEL EXPENSE | | | 11.10 |
| REGIONS COMMERCIAL 1016-JULY 2013 | BANKCARD | 07/31/13 | | 46282 | 1898.11 | |
| | 01-21-651 | | PD OFFICE SUPPLIES | | | 538.49 |
| | 01-00-195 | | EXCHANGE | | | 80.54 |
| 1057-JULY 2013 | 01-21-651 | | PD OFFICE SUPPLIES | | | 192.86 |
| | 01-11-651 | | AD OFFICE SUPPLIES | | | 46.35 |
| | 51-42-651 | | WR OFFICE SUPPLIES | | | 46.35 |
| | 52-43-651 | | SR OFFICE SUPPLIES | | | 46.35 |
| | 53-40-651 | | EL OFFICE SUPPLIES | | | 46.35 |
| | 01-00-195 | | EXCHANGE | | | 40.02- |
| 9358-JULY 2013 | 01-11-619 | | AD SUPPLIES, OTHER | | | 31.83 |
| | 01-11-872 | | AD ADA DOORS | | | 37.65 |
| | 01-41-512 | | ST SERVICES, EQUIPMT | | | 19.99 |
| | 01-41-614 | | ST SUPPLIES, STREET | | | 14.37 |
| | 51-42-512 | | WR SERVICES, EQUIPMT | | | 19.99 |
| | 51-42-652 | | WR OPERATING SUPPLIES | | | 21.65 |
| | 52-43-512 | | SR SERVICES, EQUIPMT | | | 247.59 |
| | 52-43-852 | | SR LIFT STA REP. | | | 227.82 |
| | 52-43-652 | | SR OPERATING SUPPLIES | | | 12.81 |
| | 53-40-612 | | EL SUPPLIES, EQUIPMT | | | 54.95 |
| | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | | 29.81 |
| | 53-40-652 | | EL OPERATING SUPPLIES | | | 35.30 |
| | 58-55-612 | | SWP SUPPLIES, EQUIPMT | | | 52.93 |
| | 58-55-659 | | SWP OTHER GEN SUPPLIES | | | 134.23 |
| | 58-55-611 | | SWP SUPPLIES, BUILDING | | | 70.94 |
| | 01-00-195 | | EXCHANGE | | | 71.02- |
| SWITZER FOOD & SUPPLIES 6574 | | 07/31/13 | | 46283 | 169.10 | |
| | 58-55-657 | | SWP CONCESSION SUPPLIES | | | 169.10 |
| TERMINIX PROCESSING CENTE 326596404 | | 07/31/13 | | 46284 | 45.00 | |
| | 01-11-519 | | AD SERVICES, OTHER | | | 22.50 |
| | 01-21-539 | | PD OTHER PROF SERVICES | | | 22.50 |
| TITAN INDUSTRIAL CHEMICALS 4891 | | 07/31/13 | | 46285 | 466.11 | |
| | 52-43-656 | | SR CHEMICALS | | | 466.11 |

BARTO Blocks

SYS DATE: 07/31/13
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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|---------------------------|-----------|------------|--------------------------|----------|-----------|---------|
| URBANSKI, TYLER | | 07/31/13 | | 46286 | 2976.77 | |
| MEDICAL 7/30/13 | 53-40-534 | | EL MEDICAL | | | 1350.00 |
| MEDICAL 7/31/13 | 53-40-534 | | EL MEDICAL | | | 1626.77 |
| USA BLUEBOOK | | 07/31/13 | | 46287 | 142.22 | |
| 101217 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | | 94.49 |
| 7957 | 52-43-652 | | SR OPERATING SUPPLIES | | | 47.73 |
| VERLAN FUNK SERVICE INC | | 07/31/13 | | 46288 | 788.41 | |
| 408510555 | 01-41-614 | | ST SUPPLIES, STREET | | | 788.41 |
| ** TOTAL CHECKS ISSUED | | | | | 55762.83 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 55,762.83 | |

*94.49 - Visibility
ear muffs
47.73 - Glass sample
tubes*

788.41 - Rock - Streets

SYS DATE: 07/31/13
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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | DESCRIPTION | AMOUNT | DISTR |
|-------------------------------------|-------------|------------|----------|----------------------------------|----------|--------------------------------------|
| BEELMAN LOGISTICS LLC 339368 | 15-41-891.2 | 07/31/13 | 1400 | MFT CA11 ROCK | 1293.79 | <u>CA11 - Rock</u> 1293.79 |
| ENERGY CULVERT 2013-7-119 | 15-41-614 | 07/31/13 | 1401 | MFT SUPPLIES, STREET(CA6/CULVERT | 1158.64 | <u>Culvert - Westview</u> 1158.64 |
| MACLAIR ASPHALT SALES, LLC 18221 | 15-41-614 | 07/31/13 | 1402 | MFT SUPPLIES, STREET(CA6/CULVERT | 2439.50 | <u>Cold Mix</u> 1232.00 |
| 18276 | 15-41-614 | | | MFT SUPPLIES, STREET(CA6/CULVERT | | 1207.50 |
| ** TOTAL CHECKS ISSUED | | | | | 4891.93 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 4,891.93 | |

SYS DATE: 07/31/13
FROM: 07/31/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|----------------------|-------------------------------|----------------------------|----------|-----------|-------|
| VILLAGE OF FREEBURG | GENERAL | C07/31/13 | 1002 | 33000.00 | |
| MIDLAND7/30/13 | 53-00-195 | EL-BANK TRANSFERS EXCHANGE | | 24750.00 | |
| MIDLAND 7/30/13 | 51-00-195 | WR-BANK TRANSFERS EXCHANGE | | 4950.00 | |
| MIDLAND7/30/13 | 52-00-195 | SR-BANK TRANSFERS EXCHANGE | | 3300.00 | |
| ** | TOTAL CHECKS ISSUED | | | 33000.00 | |
| | TOTAL FOR REGULAR CHECKS: | | | .00 | |
| | TOTAL UNPOSTED MANUAL CHECKS: | | | 33,000.00 | |

SYS DATE: 07/31/13
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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | DESCRIPTION | AMOUNT | DISTR |
|-----------------------------|-----------|------------|----------|----------------------------|-----------|----------|
| VILLAGE OF FREEBURG GENERAL | C07/31/13 | | 40053 | | 45000.00 | |
| REGIONS7/30/13 | 53-00-195 | | | EL-BANK TRANSFERS EXCHANGE | | 33750.00 |
| REGIONS 7/30/13 | 51-00-195 | | | WR-BANK TRANSFERS EXCHANGE | | 6750.00 |
| REGIONS7/30/13 | 52-00-195 | | | SR-BANK TRANSFERS EXCHANGE | | 4500.00 |
| ** TOTAL CHECKS ISSUED | | | | | 45000.00 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 45,000.00 | |

SYS DATE: 07/31/13
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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | AMOUNT | DISTR |
|-----------------------------|-----------|------------|----------------|------------|-----------|
| MONIGER EXCAVATING CO., INC | | 07/31/13 | 46289 | 126747.54 | |
| PAY REQUEST #4 | 52-43-892 | | SR N. STATE ST | | 126747.54 |
| ** TOTAL CHECKS ISSUED | | | | 126747.54 | |
| TOTAL FOR REGULAR CHECKS: | | | | 126,747.54 | |

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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | AMOUNT | DISTR |
|--|-----------|------------|--------------------------|---------|---------------------------------|
| | | | DESCRIPTION | | |
| AFFORDABLE AUTOMOTIVE 706 | | 08/07/13 | 46290 | 113.98 | <i>Zoning Car</i> |
| | 01-41-513 | | ST SERVICES, VEHICLE | | 28.50 |
| | 51-42-513 | | WR SERVICES, VEHICLES | | 28.50 |
| | 52-43-513 | | SR SERVICES, VEHICLES | | 28.50 |
| | 53-40-513 | | EL SERVICES, VEHICLES | | 28.48 |
| BELLEVILLE SEED HOUSE SO-033308 | | 08/07/13 | 46291 | 661.50 | <i>Herbicide-Roundup</i> |
| | 01-41-614 | | ST SUPPLIES, STREET | | 42.13 |
| | 51-42-615 | | WR SUPPL, INFRASTRUCTURE | | 42.13 |
| | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | | 42.13 |
| | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 42.11 |
| SO-033345 | 58-55-824 | | SWP UPGRADES | | 162.50 <i>-Pool</i> |
| SO-033497 | 01-41-614 | | ST SUPPLIES, STREET | | 162.00 <i>-Westview</i> |
| SO-033615 | 01-41-614 | | ST SUPPLIES, STREET | | 42.13 |
| | 51-42-615 | | WR SUPPL, INFRASTRUCTURE | | 42.13 |
| | 52-43-615 | | SR SUPPL, INFRASTRUCTURE | | 42.13 |
| | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 42.11 |
| CAMPER EXCHANGE 437836 | | 08/07/13 | 46292 | 7.79 | |
| | 01-41-613 | | ST SUPPLIES, VEHICLE | | 7.79 |
| COMPUTYPE COMPUTER SERVICES 367006 | | 08/07/13 | 46293 | 65.00 | |
| | 01-11-835 | | AD EQUIPMENT, COMP | | 16.25 |
| | 51-42-834 | | WR COPIER | | 16.25 |
| | 52-43-834 | | SR COPIER | | 16.25 |
| | 53-40-834 | | EL COPIER | | 16.25 |
| ELDEN, ROBERT MEDICAL 8/06/13 | | 08/07/13 | 46294 | 74.97 | |
| | 01-41-534 | | ST MEDICAL | | 7.50 |
| | 51-42-534 | | WR MEDICAL | | 22.49 |
| | 52-43-534 | | SR MEDICAL | | 14.99 |
| | 53-40-534 | | EL MEDICAL | | 29.99 |
| FREEBURG DAIRY QUEEN 3736 | | 08/07/13 | 46295 | 48.00 | |
| | 58-55-657 | | SWP CONCESSION SUPPLIES | | 48.00 |
| FREEBURG PRINTING & PUBLISHING 90122 90141 | | 08/07/13 | 46296 | 169.00 | |
| | 51-42-553 | | WR PUBLISH, ADVERTISING | | 63.00 <i>-Hydrant flushing</i> |
| | 01-41-614 | | ST SUPPLIES, STREET | | 106.00 <i>-No Parking Signs</i> |
| FUNDERBURG, TONY 8/02/13 REIMB | | 08/07/13 | 46297 | 42.20 | |
| | 01-11-562 | | AD TRAVEL EXPENSE | | 10.55 |
| | 51-42-562 | | WR TRAVEL EXPENSES | | 10.55 |
| | 52-43-562 | | SR TRAVEL EXPENSES | | 10.55 |
| | 53-40-562 | | EL TRAVEL EXPENSES | | 10.55 |
| GREEN MILL SERVICE STATION & | | 08/07/13 | 46298 | 4147.25 | |

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
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| 37300 | 01-21-513 | | PD SERVICES, VEHICLE | | 3494.83 | |
| 37329 | 53-40-513 | | EL SERVICES, VEHICLES | | 234.90 | -Batterys |
| 37350 | 01-41-513 | | ST SERVICES, VEHICLE | | 104.38 | |
| | 51-42-513 | | WR SERVICES, VEHICLES | | 104.38 | John's |
| | 52-43-513 | | SR SERVICES, VEHICLES | | 104.38 | Truck |
| | 53-40-513 | | EL SERVICES, VEHICLES | | 104.38 | oil change & brakes |
| HAWKINS, INC | | 08/07/13 | | 46299 | 789.20 | |
| 3496571 | 58-55-656 | | SWP CHEMICALS | | 744.20 | |
| 3496611 | 51-42-615 | | WR SUPPL, INFRASTRUCTURE | | 45.00 | |
| HD SUPPLY POWER SOLUTIONS | | 08/07/13 | | 46300 | 9094.11 | |
| 2322716-00 | 53-40-823 | | EL STORAGE SHED | | 500.00 | Tall metal |
| | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 500.00 | |
| 2322858-00 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 1950.00 | -Monitor |
| 2325023-00 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 480.00 | detector |
| 2325043-00 | 53-40-612 | | EL SUPPLIES, EQUIPMT | | 1967.11 | -upgrade tall |
| 2325359-00 | 53-40-841 | | EL TRUCK | | 2637.00 | Digger Truck |
| 2325359-01 | 53-40-841 | | EL TRUCK | | 180.00 | " " |
| 2325359-02 | 53-40-841 | | EL TRUCK | | 31.00 | " " |
| 2325359-03 | 53-40-841 | | EL TRUCK | | 164.00 | " " |
| 2325359-04 | 53-40-841 | | EL TRUCK | | 352.00 | " " |
| 2329770-00 | 51-42-652 | | WR OPERATING SUPPLIES | | 11.25 | lock Box |
| | 52-43-652 | | SR OPERATING SUPPLIES | | 11.25 | Key storage |
| | 53-40-652 | | EL OPERATING SUPPLIES | | 11.25 | w/ Key Pad |
| | 53-40-652 | | EL OPERATING SUPPLIES | | 11.25 | |
| 2330417-00 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | 288.00 | -Frank Baptis Grade school |
| HD SUPPLY WATERWORKS, LTD | | 08/07/13 | | 46301 | 3343.75 | |
| B208733 | 51-42-851 | | WR INFRASTRUCTURE | | 1821.65 | -wr supplies |
| B245262 | 51-42-851 | | WR INFRASTRUCTURE | | 1301.40 | " " |
| B265464 | 51-42-851 | | WR INFRASTRUCTURE | | 86.00 | |
| B291728 | 51-42-851 | | WR INFRASTRUCTURE | | 134.70 | |
| JIM'S AUTOMOTIVE INC | | 08/07/13 | | 46302 | 390.10 | |
| 15072 | 01-21-513 | | PD SERVICES, VEHICLE | | 390.10 | oil Impala MAF Sensor |
| KASPER, RANDY | | 08/07/13 | | 46303 | 30.00 | |
| MEDICAL 8/06/13 | 53-40-534 | | EL MEDICAL | | 30.00 | |
| KMK LAWNS | | 08/07/13 | | 46304 | 1540.00 | |
| JULY 2013 | 01-41-517 | | ST SERVICES, MOWING | | 215.60 | |
| | 51-42-517 | | WR SERV, LAWN MOWING | | 338.80 | |
| | 52-43-517 | | SR SERV, LAWN MOWING | | 708.40 | |
| | 53-40-517 | | EL SERVICES, CAT GEN | | 277.20 | |
| KRAMPER, JANE | | 08/07/13 | | 46305 | 99.54 | |

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|-------------------------------------|-----------|------------|-------------------------|----------|---------|--------|
| JUNE-JULY 2013 | 01-11-562 | | AD TRAVEL EXPENSE | | | 3.88 |
| | 51-42-562 | | WR TRAVEL EXPENSES | | | 3.88 |
| | 52-43-562 | | SR TRAVEL EXPENSES | | | 3.89 |
| | 53-40-562 | | EL TRAVEL EXPENSES | | | 3.89 |
| MEDICAL 8/07/13 | 01-11-534 | | AD MEDICAL | | | 16.80 |
| | 51-42-534 | | WR MEDICAL | | | 16.80 |
| | 52-43-534 | | SR MEDICAL | | | 16.80 |
| | 53-40-534 | | EL MEDICAL | | | 33.60 |
| MOECKEL, MATHEW MEDICAL 8/06/13 | 01-21-534 | 08/07/13 | PD MEDICAL | 46306 | 78.31 | 78.31 |
| MOHR, JEFF MEDICAL 8/06/13 | 01-41-534 | 08/07/13 | ST MEDICAL | 46307 | 430.80 | 43.08 |
| | 51-42-534 | | WR MEDICAL | | | 129.24 |
| | 52-43-534 | | SR MEDICAL | | | 86.16 |
| | 53-40-534 | | EL MEDICAL | | | 172.32 |
| O'REILLY AUTOMOTIVE, 1069-237674 | 01-41-613 | 08/07/13 | ST SUPPLIES, VEHICLE | 46308 | 6.16 | 6.16 |
| PEPSI 83906309 86270859 | 58-55-657 | 08/07/13 | SWP CONCESSION SUPPLIES | 46309 | 478.05 | 189.40 |
| | 58-55-657 | | SWP CONCESSION SUPPLIES | | | 288.65 |
| PIERCE, DEBORAH MEDICAL 8/06/13 | 01-11-534 | 08/07/13 | AD MEDICAL | 46310 | 180.69 | 36.14 |
| | 51-42-534 | | WR MEDICAL | | | 36.14 |
| | 52-43-534 | | SR MEDICAL | | | 36.14 |
| | 53-40-534 | | EL MEDICAL | | | 72.27 |
| SMITHTON LUMBER CO 98385 | 01-41-652 | 08/07/13 | ST OPERATING SUPPLIES | 46311 | 15.99 | 3.99 |
| | 51-42-652 | | WR OPERATING SUPPLIES | | | 4.00 |
| | 52-43-652 | | SR OPERATING SUPPLIES | | | 4.00 |
| | 53-40-652 | | EL OPERATING SUPPLIES | | | 4.00 |
| SWITZER FOOD & SUPPLIES 7752 | 58-55-657 | 08/07/13 | SWP CONCESSION SUPPLIES | 46312 | 33.50 | 33.50 |
| TOLAN, JOHN MEDICAL 8/06/13 | 01-41-534 | 08/07/13 | ST MEDICAL | 46313 | 137.60 | 13.76 |
| | 51-42-534 | | WR MEDICAL | | | 41.28 |
| | 52-43-534 | | SR MEDICAL | | | 27.52 |
| | 53-40-534 | | EL MEDICAL | | | 55.04 |
| VERIZON WIRELESS | | 08/07/13 | | 46314 | 1028.85 | |

SYS DATE: 08/07/13
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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|---------------------------------------|-----------------------|------------|-------------------------------|----------|-----------|---------|
| 9708764529 | 01-11-552 | | AD TELEPHONE | | 136.76 | |
| | 01-21-552 | | PD TELEPHONE | | 158.99 | |
| | 51-42-552 | | WR TELEPHONE | | 99.08 | |
| | 52-43-552 | | SR TELEPHONE | | 99.08 | |
| | 53-40-552 | | EL TELEPHONE | | 99.08 | |
| | 01-00-193 | | EXCHANGE-EMPLOYEE CELL PHONES | | 344.11 | |
| | 01-00-193 | | EXCHANGE-EMPLOYEE CELL PHONES | | 91.75 | |
| WASTE MANAGEMENT OF 5751413-1841-1 | ST LOUIS 13-44-575 | 08/07/13 | | 46315 | 1350.00 | 1350.00 |
| GA RECYCLING | | | | | | |
| WATTS COPY SYSTEMS 424227 | | 08/07/13 | | 46316 | 6248.30 | |
| | 51-42-834 | | WR COPIER | | 1672.93 | |
| | 52-43-834 | | SR COPIER | | 1672.93 | |
| | 53-40-834 | | EL COPIER | | 1672.94 | |
| 424302 | 01-11-512 | | AD SERVICES, EQUIPMT | | 304.88 | |
| | 51-42-512 | | WR SERVICES, EQUIPMT | | 304.88 | |
| | 52-43-512 | | SR SERVICES, EQUIPMT | | 304.88 | |
| | 53-40-512 | | EL SERVICES, EQUIPMT | | 304.86 | |
| 425150 | 51-42-651 | | WR OFFICE SUPPLIES | | 3.33 | |
| | 52-43-651 | | SR OFFICE SUPPLIES | | 3.33 | |
| | 53-40-651 | | EL OFFICE SUPPLIES | | 3.34 | |
| WATTS, THOMAS MEDICAL 8/06/13 | | 08/07/13 | | 46317 | 358.81 | 358.81 |
| PD MEDICAL | 01-21-534 | | | | | |
| ** TOTAL CHECKS ISSUED | | | | | 30963.45 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 30,963.45 | |

*122
Copier
Copier
maint.*

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A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT | FUND | REG# | DISTR |
|-----------------------------|-----------|------------|-------------------------------|----------|------|------|-----------|
| ADP - CHARGES #16-2013 | | 08/02/13 | 605 | 151.77 | 01 | 481 | |
| | 01-11-539 | | AD OTHER PROF SERVICES | | | | 37.94 |
| | 51-42-539 | | WR OTHER PROF SERVICES | | | | 37.94 |
| | 52-43-539 | | SR OTHER PROF SERVICES | | | | 37.94 |
| | 53-40-539 | | EL OTHER PROF SERVICES | | | | 37.95 |
| CITIZENS- PAYROLL #16-13 | | 08/02/13 | 606 | 47182.93 | 01 | 481 | |
| | 01-00-215 | | PR W/H FICA | | | | 5046.98- |
| | 01-00-216 | | PR W/H RETIREMENT | | | | 2548.41- |
| | 01-00-213 | | PR W/H FIT | | | | 7610.72- |
| | 01-00-214 | | PR W/H SIT | | | | 3224.28- |
| | 01-21-421 | | PD REGULAR SALARIES | | | | 14520.96 |
| | 01-21-422 | | PD OVERTIME | | | | 1093.46 |
| | 01-21-425 | | PD PART-TIME SALARIES | | | | 915.00 |
| | 01-21-426 | | PD LONGEVITY/EDUCATION | | | | 103.85 |
| | 01-00-193 | | EXCHANGE-EMPLOYEE CELL PHONES | | | | 361.11- |
| | 01-11-431 | | AD ELECTED SALARIES | | | | 1166.67 |
| | 01-11-421 | | AD REGULAR SALARIES | | | | 1593.27 |
| | 01-16-421 | | ZO REGULAR SALARIES | | | | 843.96 |
| | 01-11-423 | | AD OVERTIME | | | | 20.10 |
| | 01-16-431 | | ZO SALARIES, APPOINTED | | | | 130.00 |
| | 01-41-421 | | ST REGULAR SALARIES | | | | 4908.85 |
| | 01-41-422 | | ST TEMPORARY SALARIES | | | | 960.00 |
| | 01-41-423 | | ST OVERTIME | | | | 70.77 |
| | 12-23-421 | | ES REGULAR SALARIES | | | | 96.16 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 96.16 |
| | 12-00-110 | | CASH - CITIZENS - ESDA | | | | 96.16- |
| | 51-42-421 | | WR REGULAR SALARIES | | | | 5804.11 |
| | 51-42-422 | | WR TEMP SALARIES | | | | 960.00 |
| | 51-42-423 | | WR OVERTIME | | | | 91.53 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 6855.64 |
| | 51-00-110 | | CASH - CITIZENS - WATER | | | | 6855.64- |
| | 52-43-421 | | SR REGULAR SALARIES | | | | 4807.98 |
| | 52-43-423 | | SR OVERTIME | | | | 415.28 |
| | 52-43-422 | | SR TEMP SALARIES | | | | 960.00 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 6183.26 |
| | 52-00-110 | | CASH - CITIZENS - SEWER | | | | 6183.26- |
| | 53-40-421 | | EL REGULAR SALARIES | | | | 17600.06 |
| | 53-40-422 | | EL TEMP SALARIES | | | | 960.00 |
| | 53-40-423 | | EL OVERTIME | | | | 813.50 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 19373.56 |
| | 53-00-110 | | CASH - CITIZENS - ELECTRIC | | | | 19373.56- |
| | 58-55-421 | | SWP MANAGER SALARIES | | | | 1985.96 |
| | 58-55-422 | | SWP SAL GAURDS | | | | 5152.96 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 7138.92 |
| | 58-00-110 | | CASH - CITIZENS - POOL | | | | 7138.92- |

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A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT | FUND | REG# | DISTR |
|------------------------------------|-----------|------------|----------------------------|----------|------|------|----------|
| CITIZENS - PAYROLL TAXES #16-13 | | 08/02/13 | 607 | 21281.88 | 01 | 481 | |
| | 01-00-215 | | PR W/H FICA | | | | 5046.98 |
| | 01-00-213 | | PR W/H FIT | | | | 7610.72 |
| | 01-00-214 | | PR W/H SIT | | | | 3224.28 |
| | 01-21-453 | | PD UNEMPLOYMENT INSURANCE | | | | 72.96 |
| | 01-21-461 | | PD SOCIAL SECURITY | | | | 1202.45 |
| | 01-21-461 | | PD SOCIAL SECURITY | | | | 70.00 |
| | 01-11-461 | | AD SOCIAL SECURITY | | | | 89.23 |
| | 01-11-461 | | AD SOCIAL SECURITY | | | | 123.36 |
| | 01-41-453 | | ST UNEMPLOYMENT INSURANCE | | | | 24.48 |
| | 01-41-461 | | ST SOCIAL SECURITY | | | | 454.38 |
| | 01-16-461 | | ZO SOCIAL SECURITY | | | | 74.51 |
| | 12-23-461 | | ES SOCIAL SECURITY | | | | 7.36 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 7.36 |
| | 12-00-110 | | CASH - CITIZENS - ESDA | | | | 7.36- |
| | 51-42-453 | | WR UNEMPLOYMENT INSURANCE | | | | 24.48 |
| | 51-42-461 | | WR SOCIAL SECURITY | | | | 524.46 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 548.94 |
| | 51-00-110 | | CASH - CITIZENS - WATER | | | | 548.94- |
| | 52-43-453 | | SR UNEMPLOYMENT INSURANCE | | | | 24.48 |
| | 52-43-461 | | SR SOCIAL SECURITY | | | | 473.02 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 497.50 |
| | 52-00-110 | | CASH - CITIZENS - SEWER | | | | 497.50- |
| | 53-40-453 | | EL UNEMPLOYMENT INSURANCE | | | | 24.48 |
| | 53-40-461 | | EL SOCIAL SECURITY | | | | 1482.08 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 1506.56 |
| | 53-00-110 | | CASH - CITIZENS - ELECTRIC | | | | 1506.56- |
| | 58-55-453 | | SWP UNEMPLOYMENT INSURANCE | | | | 182.04 |
| | 58-55-461 | | SWP SOCIAL SECURITY | | | | 546.13 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | | 728.17 |
| | 58-00-110 | | CASH - CITIZENS - POOL | | | | 728.17- |

** TOTAL MANUAL CHECKS LISTED 68616.58

** TOTAL OF ALL LISTED CHECKS 99580.03

| -----DESCRIPTION----- | | | -----AMOUNT----- |
|-----------------------|-------|-----|------------------|
| CREDIT BALANCE REFUND | 74.74 | .00 | 74.74 |

Vendor No: Chk:46318

08/13/13

Total: 74.74

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

VILLAGE OF FREEBURG

618-539-5545
14 Southgate Center
Freeburg, IL 62243

THIS CHECK MUST BE
CASHED WITHIN 60 DAYS

PAYABLE AT:
Citizens Community Bank
620 N. State
Freeburg, IL 62243
70-2536/610

CHECK NO. **046318**
46318

Pay exactly *****74 Dollars and 74 cents

| DATE | AMOUNT |
|----------|-----------|
| 08/13/13 | \$74.74** |

PAY
TO
THE
ORDER
OF

RACHELE CAMPESE-STONE

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

| -----DESCRIPTION----- | | | -----AMOUNT----- |
|-----------------------|------|-----|------------------|
| CREDIT BALANCE REFUND | 7.55 | .00 | 7.55 |

Vendor No: Chk:46319

08/13/13

Total:

7.55

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

THIS CHECK MUST BE
CASHED WITHIN 60 DAYS

PAYABLE AT:
Citizens Community Bank
620 N. State
Freeburg, IL 62243
70-2536/610

CHECK NO. **046319**
46319

VILLAGE OF FREEBURG
618-539-5545
14 Southgate Center
Freeburg, IL 62243

Pay exactly *****7 Dollars and 55 cents

| DATE | AMOUNT |
|----------|----------|
| 08/13/13 | \$7.55** |

PAY
TO
THE
ORDER
OF

DIANA SORCE

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

| -----DESCRIPTION----- | -----AMOUNT----- | |
|-----------------------|------------------|-------|
| CREDIT BALANCE REFUND | 18.79 | .00 |
| | | 18.79 |

Vendor No: Chk:46320

08/13/13

Total: 18.79

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

VILLAGE OF FREEBURG

618-539-5545
14 Southgate Center
Freeburg, IL 62243

THIS CHECK MUST BE
CASHED WITHIN 60 DAYS

PAYABLE AT:
Citizens Community Bank
620 N. State
Freeburg, IL 62243
70-2536/810

CHECK NO. **046320**
46320

Pay exactly *****18 Dollars and 79 cents

| DATE | AMOUNT |
|----------|-----------|
| 08/13/13 | \$18.79** |

PAY
TO
THE
ORDER
OF

JOHN VERZAL

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

SYS DATE: 08/14/13
 FROM: 07/14/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 239
 wednesday August 14, 2013

SYS TIME: 12:28
 [NB]

TO: 09/14/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | CHECK NO | DESCRIPTION | AMOUNT | DISTR |
|-------------------------------|-----------|------------|----------|-------------------------|----------|----------|
| AFFORDABLE AUTOMOTIVE | | 08/14/13 | 46321 | | 516.26 | |
| 708 | 01-21-513 | | | PD SERVICES, VEHICLE | | 107.27 |
| 725 | 01-21-513 | | | PD SERVICES, VEHICLE | | 408.99 |
| ANCHOR OF LIFE | | 08/14/13 | 46322 | | 112.50 | |
| 2013 SWIM PARTY | 58-00-382 | | | SWP RNTL INC-PARTY SALE | | 112.50 |
| BOBCAT OF ST. LOUIS | | 08/14/13 | 46323 | | 415.57 | |
| W02736 | 01-41-512 | | | ST SERVICES, EQUIPMT | | 103.89 |
| | 51-42-512 | | | WR SERVICES, EQUIPMT | | 103.89 |
| | 52-43-512 | | | SR SERVICES, EQUIPMT | | 103.89 |
| | 53-40-512 | | | EL SERVICES, EQUIPMT | | 103.90 |
| BURR OAK METALWERKS | | 08/14/13 | 46324 | | 112.02 | |
| 00-13241 | 01-41-512 | | | ST SERVICES, EQUIPMT | | 112.02 |
| CAPPELLO, JOHN | | 08/14/13 | 46325 | | 78.31 | |
| MEDICAL 8/13/13 | 01-21-534 | | | PD MEDICAL | | 78.31 |
| CASEY'S GENERAL STORES | | 08/14/13 | 46326 | | 1598.42 | |
| 16290 7/13 | 01-41-655 | | | ST AUTO FUEL/OIL | | 329.14 |
| | 52-43-655 | | | SR AUTO FUEL/OIL | | 329.14 |
| | 53-40-655 | | | EL AUTO FUEL/OIL | | 329.14 |
| | 51-42-655 | | | WR AUTO FUEL/OIL | | 329.16 |
| 16290 7/13 PD | 01-21-655 | | | PD AUTO FUEL/OIL | | 281.84 |
| CHIEF SUPPLY | | 08/14/13 | 46327 | | 276.87 | |
| 282743 | 01-21-471 | | | PD UNIFORM ALLOWANCE | | 138.43 |
| | 01-21-471 | | | PD UNIFORM ALLOWANCE | | 138.44 |
| COMMUNICATION REVOLVING FUND | | 08/14/13 | 46328 | | 139.56 | |
| T1346297 | 01-21-539 | | | PD OTHER PROF SERVICES | | 139.56 |
| DOWNSTATE CITY/COUNTY MANAGEM | | 08/14/13 | 46329 | | 50.00 | |
| 35 | 01-11-539 | | | AD OTHER PROF SERVICES | | 50.00 |
| ELDEN, ROBERT | | 08/14/13 | 46330 | | 7.50 | |
| 07/31/13 | 51-42-562 | | | WR TRAVEL EXPENSES | | 7.50 |
| FREEBURG PRINTING & PUBLISHIN | | 08/14/13 | 46331 | | 52.00 | |
| 9180 | 01-16-553 | | | ZO PUBLISHING,ADVERTMT | | 52.00 |
| FSH WATER COMMISSION | | 08/14/13 | 46332 | | 25704.75 | |
| 113315 | 51-42-575 | | | WR WATER PURCHASES | | 25704.75 |
| GOODALL TRUCK TESTING | | 08/14/13 | 46333 | | 114.20 | |

SYS DATE: 08/14/13
 FROM: 07/14/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 239
 Wednesday August 14, 2013

SYS TIME: 12:28
 [NB]

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|---|-------------------------------------|------------|---|----------|-----------|----------------------------|
| 29547 | 01-41-513 | | ST SERVICES, VEHICLE | | 11.22 | |
| | 51-42-513 | | WR SERVICES, VEHICLES | | 11.22 | |
| | 52-43-513 | | SR SERVICES, VEHICLES | | 11.23 | |
| | 53-40-513 | | EL SERVICES, VEHICLES | | 11.23 | |
| 29550 | 01-41-513 | | ST SERVICES, VEHICLE | | 23.10 | |
| 29554 | 01-41-513 | | ST SERVICES, VEHICLE | | 23.10 | |
| 29564 | 01-41-513 | | ST SERVICES, VEHICLE | | 23.10 | |
| GRAINGER 9198822984 | 53-40-615 | 08/14/13 | EL SUPPL, INFRASTRUCTURE | 46334 | 277.66 | 277.66 |
| HENNING, GARY REIMB 8/11/13 | 01-11-562 | 08/14/13 | AD TRAVEL EXPENSE | 46335 | 35.20 | 35.20 |
| IEPA 163060AAF/2013 | 53-40-578 | 08/14/13 | EL PERMITS | 46336 | 3183.00 | 3183.00 |
| IMEA REVENUE FUND JULY 2013 | 53-00-395 53-40-576 | 08/14/13 | EL REFUNDS, REIMBURSE (Fuel) EL ELECTRICITY PURCHASES | 46337 | 296678.94 | 6843.69- 303522.63 |
| JENKINS, ROBERT 08/13/13 | 51-42-562 | 08/14/13 | WR TRAVEL EXPENSES | 46338 | 7.50 | 7.50 |
| KRAMPER, ZACHARY AL TRAINING MEDICAL 8/13/13 | 53-40-563 53-40-534 | 08/14/13 | EL TRAINING EL MEDICAL | 46339 | 980.45 | 312.60 667.85 |
| LEXISNEXIS 1541796-0213073 | 01-21-539 | 08/14/13 | PD OTHER PROF SERVICES | 46340 | 85.00 | 85.00 |
| MCGARRY, LAURA MEDICAL 8/13/13 | 01-21-534 | 08/14/13 | PD MEDICAL | 46341 | 143.31 | 143.31 |
| MIDWEST METER, INC. 0047204-IN 0047205-IN 0047396-IN | 51-42-851 51-42-851 51-42-851 | 08/14/13 | WR INFRASTRUCTURE WR INFRASTRUCTURE WR INFRASTRUCTURE | 46342 | 1666.23 | 594.31 444.00 627.92 |
| O'REILLY AUTOMOTIVE, INC 1069-231047 1069-238321 | 01-41-613 01-41-613 | 08/14/13 | ST SUPPLIES, VEHICLE ST SUPPLIES, VEHICLE | 46343 | 84.38 | 7.96 76.42 |
| PIERCE, DEBORAH MEDICAL 8/13/13 | 01-11-534 51-42-534 52-43-534 | 08/14/13 | AD MEDICAL WR MEDICAL SR MEDICAL | 46344 | 184.65 | 36.93 36.93 36.93 |

SYS DATE: 08/14/13
 FROM: 07/14/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 239
 Wednesday August 14, 2013

SYS TIME: 12:28
 [NB]

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|--|-----------|------------|-------------------------|----------|---------|---------|
| | 53-40-534 | | EL MEDICAL | | | 73.86 |
| PITNEY BOWES, INC 5502262647 | | 08/14/13 | | 46345 | 95.98 | |
| | 01-11-551 | | AD POSTAGE | | | 23.99 |
| | 51-42-551 | | WR POSTAGE | | | 23.99 |
| | 52-43-551 | | SR POSTAGE | | | 23.99 |
| | 53-40-551 | | EL POSTAGE | | | 24.01 |
| RECREONICS 630611 | | 08/14/13 | | 46346 | 776.69 | |
| | 58-55-612 | | SWP SUPPLIES, EQUIPMT | | | 776.69 |
| SAM'S CLUB 4955/JULY 2013 | | 08/14/13 | | 46347 | 688.37 | |
| | 58-55-657 | | SWP CONCESSION SUPPLIES | | | 688.37 |
| SCHULTE SUPPLY S1084387.001 | | 08/14/13 | | 46348 | 74.95 | |
| | 51-42-612 | | WR SUPPLIES, EQUIPMT | | | 74.95 |
| SHAFFERS TIRE SERVICE 32409 | | 08/14/13 | | 46349 | 36.00 | |
| | 01-21-513 | | PD SERVICES, VEHICLE | | | 36.00 |
| ST CLAIR COUNTY TREASURER 6/21/13-7/22/13 | | 08/14/13 | | 46350 | 3152.75 | |
| | 01-16-535 | | ZO COUNTY INSPECTIONS | | | 3152.75 |
| ST CLAIR SERVICE COMPANY 655162 | | 08/14/13 | | 46351 | 1613.69 | |
| | 01-41-655 | | ST AUTO FUEL/OIL | | | 238.47 |
| | 51-42-655 | | WR AUTO FUEL/OIL | | | 238.47 |
| | 52-43-655 | | SR AUTO FUEL/OIL | | | 238.47 |
| | 53-40-655 | | EL AUTO FUEL/OIL | | | 238.50 |
| 655163 | 01-41-655 | | ST AUTO FUEL/OIL | | | 164.94 |
| | 51-42-655 | | WR AUTO FUEL/OIL | | | 164.94 |
| | 52-43-655 | | SR AUTO FUEL/OIL | | | 164.94 |
| | 53-40-655 | | EL AUTO FUEL/OIL | | | 164.96 |
| STATEWIDE TIRE DIST 753598 | | 08/14/13 | | 46352 | 336.64 | |
| | 01-21-613 | | PD SUPPLIES, VEHICLE | | | 336.64 |
| SURETY REFRIGERATION SERV 23307 | | 08/14/13 | | 46353 | 206.00 | |
| | 58-55-593 | | SWP RENTALS | | | 206.00 |
| SWITZER FOOD & SUPPLIES 7867 | | 08/14/13 | | 46354 | 6.45 | |
| | 58-55-657 | | SWP CONCESSION SUPPLIES | | | 6.45 |
| TEKLAB, INC 153023 | | 08/14/13 | | 46355 | 184.50 | |
| 153279 | 52-43-539 | | SR OTHER PROF SERVICES | | | 26.00 |
| 153348 | 52-43-539 | | SR OTHER PROF SERVICES | | | 50.50 |
| | 52-43-539 | | SR OTHER PROF SERVICES | | | 108.00 |
| TIME & DATA SOLUTIONS | | 08/14/13 | | 46356 | 57.00 | |

SYS DATE: 08/14/13
FROM: 07/14/13

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 239
Wednesday August 14, 2013

SYS TIME: 12:28
[NB]

TO: 09/14/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|---------------------------|-----------|------------|-----------------------|----------|------------|---------|
| 10934 | 01-11-652 | | AD OPERATING SUPPLIES | | 9.50 | |
| | 01-21-652 | | PD OPERATING SUPPLIES | | 9.50 | |
| | 01-41-652 | | ST OPERATING SUPPLIES | | 9.50 | |
| | 51-42-652 | | WR OPERATING SUPPLIES | | 9.50 | |
| | 52-43-652 | | SR OPERATING SUPPLIES | | 9.50 | |
| | 53-40-652 | | EL OPERATING SUPPLIES | | 9.50 | |
| TOLAN, JOHN | | 08/14/13 | | 46357 | 592.50 | |
| ACE 7/03/13 | 51-42-659 | | WR OTHER GEN SUPPLIES | | | 169.99 |
| MEDICAL 8/13/13 | 01-41-534 | | ST MEDICAL | | | 42.25 |
| | 51-42-534 | | WR MEDICAL | | | 126.75 |
| | 52-43-534 | | SR MEDICAL | | | 84.50 |
| | 53-40-534 | | EL MEDICAL | | | 169.01 |
| USA BLUEBOOK | | 08/14/13 | | 46358 | 1934.52 | |
| 105637 | 51-42-619 | | WR SUPPLIES, OTHER | | | 1732.39 |
| 117718 | 51-42-512 | | WR SERVICES, EQUIPMT | | | 202.13 |
| ** TOTAL CHECKS ISSUED | | | | | 342260.32 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 342,260.32 | |

SYS DATE: 08/14/13
FROM: 07/14/13

Village of Freeburg
A / P BOARD LIST
REGISTER # 240
Wednesday August 14, 2013

SYS TIME: 13:32
[NB]

TO: 09/14/13

PAGE 1

PAYABLE TO CHECK DATE CHECK NO AMOUNT DISTR
INV NO GL NO DESCRIPTION

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| | | | | | |
|-------------------------------------|-----------|----------|--|---------|----------------------------------|
| ENERGY CULVERT 2013-7-265 | 15-41-614 | 08/14/13 | 1403 MFT SUPPLIES, STREET(CA6/CULVERT | 4267.50 | <u>4267.50</u> <i>Culverts</i> |
| MACLAIR ASPHALT SALES, LLC 18335 | 15-41-614 | 08/14/13 | 1404 MFT SUPPLIES, STREET(CA6/CULVERT | 1566.60 | <u>1566.60</u> <i>Cold patch</i> |

** TOTAL CHECKS ISSUED 5834.10
TOTAL FOR REGULAR CHECKS: 5,834.10

SYS DATE: 08/14/13
FROM: 07/14/13

Village of Freeburg
A / P BOARD LIST
REGISTER # 241
Wednesday August 14, 2013

SYS TIME: 14:17
[NB]

TO: 09/14/13

PAGE 1

| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|-------------------------------|-----------|------------|--------------|----------|--------|--------|
| UMB BANK N.A. 162264 | 60-40-500 | 08/14/13 | BOND EXPENSE | 251 | 291.50 | 291.50 |
| ** TOTAL CHECKS ISSUED | | | | | 291.50 | |
| TOTAL FOR REGULAR CHECKS: | | | | | .00 | |
| TOTAL UNPOSTED MANUAL CHECKS: | | | | | 291.50 | |

SYS DATE: 08/15/13
FROM: 07/15/13

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 242
Thursday August 15, 2013

SYS TIME: 10:16
[NB]

TO: 09/15/13

PAGE 1

| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|-----------------------------|-----------|------------|----------------------------|----------|----------|-----------|
| ADP - CHARGES #17-2013 | | 08/16/13 | | 608 | 150.69 | |
| | 01-11-539 | | AD OTHER PROF SERVICES | | | 37.67 |
| | 51-42-539 | | WR OTHER PROF SERVICES | | | 37.67 |
| | 52-43-539 | | SR OTHER PROF SERVICES | | | 37.67 |
| | 53-40-539 | | EL OTHER PROF SERVICES | | | 37.68 |
| CITIZENS- PAYROLL #17-13 | | 08/16/13 | | 609 | 46544.09 | |
| | 01-00-215 | | PR W/H FICA | | | 4938.79- |
| | 01-00-216 | | PR W/H RETIREMENT | | | 2524.46- |
| | 01-00-213 | | PR W/H FIT | | | 7411.35- |
| | 01-00-214 | | PR W/H SIT | | | 3141.11- |
| | 01-21-421 | | PD REGULAR SALARIES | | | 14520.96 |
| | 01-21-422 | | PD OVERTIME | | | 1039.15 |
| | 01-21-425 | | PD PART-TIME SALARIES | | | 1380.00 |
| | 01-21-426 | | PD LONGEVITY/EDUCATION | | | 103.85 |
| | 01-11-431 | | AD ELECTED SALARIES | | | 1116.67 |
| | 01-11-421 | | AD REGULAR SALARIES | | | 1593.12 |
| | 01-16-421 | | ZO REGULAR SALARIES | | | 324.60 |
| | 01-11-423 | | AD OVERTIME | | | 8.24 |
| | 01-16-431 | | ZO SALARIES, APPOINTED | | | 150.00 |
| | 01-41-421 | | ST REGULAR SALARIES | | | 4910.39 |
| | 01-41-422 | | ST TEMPORARY SALARIES | | | 816.00 |
| | 01-41-423 | | ST OVERTIME | | | 135.96 |
| | 12-23-421 | | ES REGULAR SALARIES | | | 96.16 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | 96.16 |
| | 12-00-110 | | CASH - CITIZENS - ESDA | | | 96.16- |
| | 51-42-421 | | WR REGULAR SALARIES | | | 5806.12 |
| | 51-42-422 | | WR TEMP SALARIES | | | 816.00 |
| | 51-42-423 | | WR OVERTIME | | | 270.84 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | 6892.96 |
| | 51-00-110 | | CASH - CITIZENS - WATER | | | 6892.96- |
| | 52-43-421 | | SR REGULAR SALARIES | | | 4809.08 |
| | 52-43-423 | | SR OVERTIME | | | 173.37 |
| | 52-43-422 | | SR TEMP SALARIES | | | 816.00 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | 5798.45 |
| | 52-00-110 | | CASH - CITIZENS - SEWER | | | 5798.45- |
| | 53-40-421 | | EL REGULAR SALARIES | | | 17633.98 |
| | 53-40-422 | | EL TEMP SALARIES | | | 816.00 |
| | 53-40-423 | | EL OVERTIME | | | 338.96 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | 18788.94 |
| | 53-00-110 | | CASH - CITIZENS - ELECTRIC | | | 18788.94- |
| | 58-55-421 | | SWP MANAGER SALARIES | | | 2025.96 |
| | 58-55-422 | | SWP SAL GAURDS | | | 4858.39 |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | | 6884.35 |
| | 58-00-110 | | CASH - CITIZENS - POOL | | | 6884.35- |
| CITIZENS - PAYROLL TAXES | | 08/16/13 | | 610 | 20765.29 | |

SYS DATE: 08/15/13
FROM: 07/15/13

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 242
Thursday August 15, 2013

SYS TIME: 10:16
[NB]

TO: 09/15/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|----------------------|-------------------------------|------------|----------------------------|----------|-----------|-------|
| #17-13 | 01-00-215 | | PR W/H FICA | | 4938.79 | |
| | 01-00-213 | | PR W/H FIT | | 7411.35 | |
| | 01-00-214 | | PR W/H SIT | | 3141.11 | |
| | 01-21-453 | | PD UNEMPLOYMENT INSURANCE | | 75.70 | |
| | 01-21-461 | | PD SOCIAL SECURITY | | 1198.29 | |
| | 01-21-461 | | PD SOCIAL SECURITY | | 105.57 | |
| | 01-11-461 | | AD SOCIAL SECURITY | | 85.43 | |
| | 01-11-461 | | AD SOCIAL SECURITY | | 122.44 | |
| | 01-41-453 | | ST UNEMPLOYMENT INSURANCE | | 20.81 | |
| | 01-41-461 | | ST SOCIAL SECURITY | | 448.47 | |
| | 01-16-461 | | ZO SOCIAL SECURITY | | 36.31 | |
| | 12-23-453 | | ES UNEMPLOYMENT INSURANCE | | .79 | |
| | 12-23-461 | | ES SOCIAL SECURITY | | 7.36 | |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | 8.15 | |
| | 12-00-110 | | CASH - CITIZENS - ESDA | | 8.15- | |
| | 51-42-453 | | WR UNEMPLOYMENT INSURANCE | | 20.81 | |
| | 51-42-461 | | WR SOCIAL SECURITY | | 527.31 | |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | 548.12 | |
| | 51-00-110 | | CASH - CITIZENS - WATER | | 548.12- | |
| | 52-43-453 | | SR UNEMPLOYMENT INSURANCE | | 20.81 | |
| | 52-43-461 | | SR SOCIAL SECURITY | | 443.58 | |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | 464.39 | |
| | 52-00-110 | | CASH - CITIZENS - SEWER | | 464.39- | |
| | 53-40-453 | | EL UNEMPLOYMENT INSURANCE | | 20.81 | |
| | 53-40-461 | | EL SOCIAL SECURITY | | 1437.35 | |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | 1458.16 | |
| | 53-00-110 | | CASH - CITIZENS - ELECTRIC | | 1458.16- | |
| | 58-55-453 | | SWP UNEMPLOYMENT INSURANCE | | 175.55 | |
| | 58-55-461 | | SWP SOCIAL SECURITY | | 526.65 | |
| | 01-00-110 | | CASH - CITIZEN - GENERAL | | 702.20 | |
| | 58-00-110 | | CASH - CITIZENS - POOL | | 702.20- | |
| ** | TOTAL CHECKS ISSUED | | | | 67460.07 | |
| | TOTAL FOR REGULAR CHECKS: | | | | .00 | |
| | TOTAL UNPOSTED MANUAL CHECKS: | | | | 67,460.07 | |

SYS DATE: 08/21/13
 FROM: 07/21/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 243
 Wednesday August 21, 2013

SYS TIME: 10:51
 [NB]

TO: 09/21/13

PAGE 1

| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|--|--|------------|--|----------|---------|--|
| AFFORDABLE AUTOMOTIVE 734 | 01-21-513 | 08/21/13 | PD SERVICES, VEHICLE | 46359 | 802.97 | <i>Police car - 02 sensor, exhaust gasket - new fuel pump module</i> 802.97 |
| ALTEC INDUSTRIES INC 5057158 | 53-40-512 | 08/21/13 | EL SERVICES, EQUIPMT | 46360 | 247.50 | <i>adjust Electric Trucks Boom</i> 247.50 |
| APWA - ILLINOIS PUBLIC SERVICE 10/06-10/11/13 | 51-42-563 52-43-563 53-40-563 | 08/21/13 | WR TRAINING SR TRAINING EL TRAINING | 46361 | 695.00 | <i>WORKSHOP - John T.</i> 231.66 231.67 231.67 |
| ASSOCIATED PHYSICIANS GROUP AP31611 | 53-40-539 | 08/21/13 | EL OTHER PROF SERVICES | 46362 | 10.00 | 10.00 |
| BLOMENKAMP, GREG MEDICAL 8/21/13 | 01-41-534 51-42-534 52-43-534 53-40-534 | 08/21/13 | ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL | 46363 | 2335.00 | 233.50 700.50 467.00 934.00 |
| CLARKE MOSQUITO CONTROL 5057683 | 01-41-656 | 08/21/13 | ST CHEMICALS | 46364 | 1733.84 | 1733.84 |
| COLE-PARMER INST CO 8603587 | 52-43-652 | 08/21/13 | SR OPERATING SUPPLIES | 46365 | 457.90 | <i>Lab water filters</i> 457.90 |
| DARMSTATTER, RICHARD MEDICAL 8/21/13 | 01-41-534 51-42-534 52-43-534 53-40-534 | 08/21/13 | ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL | 46366 | 327.97 | 32.80 98.39 65.59 131.19 |
| DURKIN EQUIPMENT CO 120002304 | 52-43-512 | 08/21/13 | SR SERVICES, EQUIPMT | 46367 | 294.00 | <i>SEWER Flowmeter Repair</i> 294.00 |
| ECKERT, VAN-LEAR JULY 2013 | 01-11-533 | 08/21/13 | AD LEGAL | 46368 | 62.50 | 62.50 |
| EHRET, INC 49575 | 51-42-512 | 08/21/13 | WR SERVICES, EQUIPMT | 46369 | 125.00 | <i>Annual service on Bulk water machine</i> 125.00 |
| FREEBURG PRINTING & PUBLISHING 90237 90246 | 51-42-553 01-16-553 | 08/21/13 | WR PUBLISH, ADVERTISING ZO PUBLISHING, ADVERTMT | 46370 | 143.60 | 126.00 <i>Hydrant Flus</i> 17.60 <i>Cancel Plan</i> |
| FUNDERBURG, TONY | | 08/21/13 | | 46371 | 37.95 | <i>Commission Hearing.</i> |

SYS DATE: 08/21/13
 FROM: 07/21/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 243
 Wednesday August 21, 2013

SYS TIME: 10:51
 [NB]

TO: 09/21/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|-------------------------------|-----------|------------|----------------------------|----------|---------|--|
| 8/23/13 REIMB | 01-11-562 | | AD TRAVEL EXPENSE | | | 37.95 |
| HD SUPPLY POWER SOLUTIONS | | 08/21/13 | | 46372 | 9401.69 | |
| 2335248-00 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | | 7581.33 <i>Wire</i> |
| 2335248-01 | 53-40-652 | | EL OPERATING SUPPLIES | | | 1665.36 <i>Wire</i> |
| 2338054-00 | 53-40-615 | | EL SUPPL, INFRASTRUCTURE | | | 155.00 <i>Transformer Bags</i> |
| HD SUPPLY WATERWORKS, LTD | | 08/21/13 | | 46373 | 303.44 | |
| B265440 | 51-42-851 | | WR INFRASTRUCTURE | | | 67.69 |
| B286795 | 51-42-851 | | WR INFRASTRUCTURE | | | 41.73 |
| B297286 | 51-42-851 | | WR INFRASTRUCTURE | | | 194.02 |
| HEROS IN STYLE | | 08/21/13 | | 46374 | 74.98 | |
| 123189 | 01-21-471 | | PD UNIFORM ALLOWANCE | | | 19.99 |
| 123298 | 01-21-471 | | PD UNIFORM ALLOWANCE | | | 54.99 |
| HTC TELEPHONE COMPANY | | 08/21/13 | | 46375 | 10.32 | |
| HTC - 8/11/13 | 01-11-552 | | AD TELEPHONE | | | 7.51 |
| | 01-21-552 | | PD TELEPHONE | | | 2.22 |
| | 53-40-552 | | EL TELEPHONE | | | .41 |
| | 52-43-552 | | SR TELEPHONE | | | .18 |
| ILLINOIS CODIFICATION SER | | 08/21/13 | | 46376 | 2000.00 | |
| 13-1596 | 01-11-538 | | AD CODE CODIFICATION | | | 2000.00 <i>update Code</i> |
| ILLINOIS ENVIRONMENTAL PROTEC | | 08/21/13 | | 46377 | 3568.23 | |
| #28 L17-1284 | 51-42-712 | | WR IEPA LOAN/PRIN L17-1284 | | | 3008.34 <i>Drinking W.</i> |
| | 51-42-722 | | WR IEPA LOAN INT L17-1284 | | | 559.89 <i>Project Loan payment</i> |
| JL SCHAEFER CONSTRUCTION CO | | 08/21/13 | | 46378 | 50.00 | |
| UTILITY DEPOSIT | 51-00-257 | | WATER CUSTOMER DEPOSITS | | | 15.00 <i>Utility</i> |
| | 52-00-257 | | SEWER CUSTOMER DEPOSITS | | | 15.00 <i>deposit</i> |
| | 53-00-257 | | ELECT CUSTOMER DEPOSITS | | | 20.00 <i>refund</i> |
| KIMBALL MIDWEST | | 08/21/13 | | 46379 | 111.48 | |
| 3098860 | 01-41-652 | | ST OPERATING SUPPLIES | | | 27.87 <i>Cable ties</i> |
| | 51-42-652 | | WR OPERATING SUPPLIES | | | 27.87 |
| | 52-43-652 | | SR OPERATING SUPPLIES | | | 27.87 <i>Tape</i> |
| | 53-40-652 | | EL OPERATING SUPPLIES | | | 27.87 |
| KRAMPER, JANE | | 08/21/13 | | 46380 | 110.01 | |
| MEDICAL 8/21/13 | 01-11-534 | | AD MEDICAL | | | 22.00 |
| | 51-42-534 | | WR MEDICAL | | | 22.00 |
| | 52-43-534 | | SR MEDICAL | | | 22.00 |
| | 53-40-534 | | EL MEDICAL | | | 44.01 |
| MARQUARDT, TERRY | | 08/21/13 | | 46381 | 101.32 | |

SYS DATE: 08/21/13
 FROM: 07/21/13

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 243
 Wednesday August 21, 2013

SYS TIME: 10:51
 [NB]

TO: 09/21/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|---|-----------|------------|-------------------------------|----------|---------|-----------------------------|
| MEDICAL 8/21/13 | 01-21-534 | | PD MEDICAL | | | 101.32 |
| MICK'S AUTO REPAIR, INC 64534 64596 | | 08/21/13 | | 46382 | 161.65 | |
| | 01-21-513 | | PD SERVICES, VEHICLE | | | 75.00 <i>mount a Balan</i> |
| | 01-21-513 | | PD SERVICES, VEHICLE | | | 86.65 <i>2 new tires</i> |
| MOHR, JEFF MEDICAL 8/21/13 | | 08/21/13 | | 46383 | 139.74 | |
| | 01-41-534 | | ST MEDICAL | | | 13.97 |
| | 51-42-534 | | WR MEDICAL | | | 41.92 |
| | 52-43-534 | | SR MEDICAL | | | 27.95 |
| | 53-40-534 | | EL MEDICAL | | | 55.90 |
| PITNEY BOWES, INC 23974801 7/13 | | 08/21/13 | | 46384 | 600.00 | |
| | 01-11-551 | | AD POSTAGE | | | 150.00 <i>Postage</i> |
| | 51-42-551 | | WR POSTAGE | | | 150.00 |
| | 52-43-551 | | SR POSTAGE | | | 150.00 |
| | 53-40-551 | | EL POSTAGE | | | 150.00 |
| PITNEY BOWES, INC 772175 | | 08/21/13 | | 46385 | 15.00 | |
| | 01-11-551 | | AD POSTAGE | | | 3.00 |
| | 51-42-551 | | WR POSTAGE | | | 3.00 |
| | 52-43-551 | | SR POSTAGE | | | 3.00 |
| | 53-40-551 | | EL POSTAGE | | | 3.00 |
| | 13-44-551 | | GA POSTAGE | | | 3.00 |
| POLSON, JULIE JPOLSON 8/16/13 | | 08/21/13 | | 46386 | 31.00 | |
| | 01-11-559 | | AD RECORDING FEES | | | 20.00 |
| | 01-11-562 | | AD TRAVEL EXPENSE | | | 11.00 |
| RHUTASEL & ASSOCIATES, INC P-98-311-12 | | 08/21/13 | | 46387 | 3662.77 | |
| | 01-41-892 | | ST GRANT/SAFE ROUTE TO SCHOOL | | | 3662.77 |
| SHAFFERS TIRE SERVICE 32412 | | 08/21/13 | | 46388 | 1618.60 | |
| | 01-41-613 | | ST SUPPLIES, VEHICLE | | | 381.40 <i>Backhoe</i> |
| | 51-42-612 | | WR SUPPLIES, EQUIPMT | | | 381.40 <i>tires</i> |
| | 52-43-612 | | SR SUPPLIES, EQUIPMT | | | 381.40 |
| | 53-40-612 | | EL SUPPLIES, EQUIPMT | | | 381.40 <i>PD oil change</i> |
| 32428 | 01-21-513 | | PD SERVICES, VEHICLE | | | 30.00 |
| 32440 | 01-21-513 | | PD SERVICES, VEHICLE | | | 30.00 |
| 32441 | 01-21-513 | | PD SERVICES, VEHICLE | | | 33.00 |
| SWICOM AUGUST 25 2013 | | 08/21/13 | | 46389 | 100.00 | |
| | 01-11-659 | | AD OTHER GEN SUPPLIES | | | 25.00 |
| | 51-42-659 | | WR OTHER GEN SUPPLIES | | | 25.00 <i>mayor's</i> |
| | 52-43-659 | | SR OTHER GEN SUPPLIES | | | 25.00 <i>meeting</i> |
| | 53-40-659 | | EL OTHER GEN SUPPLIES | | | 25.00 |
| TERMINIX PROCESSING CENTE | | 08/21/13 | | 46390 | 45.00 | |

SYS DATE: 08/21/13
FROM: 07/21/13

Village of Freeburg
A / P BOARD LIST
REGISTER # 243
Wednesday August 21, 2013

SYS TIME: 10:51
[NB]

TO: 09/21/13

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| PAYABLE TO INV NO | GL NO | CHECK DATE | DESCRIPTION | CHECK NO | AMOUNT | DISTR |
|-----------------------------------|-----------|------------|-------------------------|----------|-----------|--------|
| 327351803 | 01-11-519 | | AD SERVICES, OTHER | | | 22.50 |
| | 01-21-539 | | PD OTHER PROF SERVICES | | | 22.50 |
| TURNER, DAN MEDICAL 8/21/13 | 01-21-534 | 08/21/13 | PD MEDICAL | 46391 | 478.41 | 478.41 |
| WATSON, JACKIE UTILITY DEPOSIT | 51-00-257 | 08/21/13 | WATER CUSTOMER DEPOSITS | 46392 | 50.00 | 15.00 |
| | 52-00-257 | | SEWER CUSTOMER DEPOSITS | | | 15.00 |
| | 53-00-257 | | ELECT CUSTOMER DEPOSITS | | | 20.00 |
| ** TOTAL CHECKS ISSUED | | | | | 29906.87 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 29,906.87 | |

15.00 utility
15.00 deposit
20.00 Refund

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

Exhibit C

TO OWNER: PROJECT: PROJECT NO: 5

Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Freeburg Pool - Phase I Renovation
Freeburg Community Park

PERIOD TO: 3-Jul-13

FROM CONTRACTOR: VIA ARCHITECT: DISTRIBUTION TO:

Davintroy Mechanical Contractor, Inc.
44 Empire Drive
Belleville, IL 62220

Doug Buesking
EWR Associates, Inc
391 Frank Scott Parkway East
Fairview Heights, IL 62208

PROJECT NOS: 211123
CONTRACT DATE: 28-Nov-11

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 889,671.00
2. Net change by Change Orders \$ 2,050.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 887,621.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 887,621.00

5. RETAINAGE: a. 0 % of Completed Work \$ 0.00
b. (Column D + E on G703) % of Stored Material \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 887,621.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 824,628.98
8. CURRENT PAYMENT DUE \$ 62,992.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|--|-------------|--------------|
| Total changes approved in previous months by Owner | | \$10,800.00 | \$12,850.00 |
| Total approved this Month | | | |
| TOTALS | | | \$0.00 |
| NET CHANGES by Change Order | | | (\$2,050.00) |

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: [Signature] Date: July 3, 2013

State of: Illinois County of: St. Clair
Subscribed and sworn to before me this 4th day of July 3, 2013
Notary Public: [Signature]
My Commission expires: 2-Apr-14

Notary Public, State of Illinois
"OFFICIAL SEAL"
JANICE DOEBERT
My Commission Expires 4 / 02 / 14

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 56,276.72
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
By: [Signature] Date: 7-5-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
 APPLICATION DATE: 3-Jul-13
 PERIOD TO: 3-Jul-13
 ARCHITECT'S PROJECT NO: 211123

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) 5% |
|---------------------|---|-------------------------|---|---------------|---|---|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | |
| 1 | Demo | \$113,280.00 | \$113,280.00 | \$0.00 | | \$113,280.00 | 100.00% | \$0.00 |
| 2 | Site Utilities Labor | \$134,604.00 | \$131,911.92 | \$2,692.08 | | \$134,604.00 | 100.00% | \$0.00 |
| | Materials | \$19,221.00 | \$18,836.58 | \$384.42 | | \$19,221.00 | 100.00% | \$0.00 |
| 3 | Concrete Paving Labor | \$42,300.00 | \$31,725.00 | \$10,575.00 | | \$42,300.00 | 100.00% | \$0.00 |
| | Materials | \$97,400.00 | \$73,050.00 | \$24,350.00 | | \$97,400.00 | 100.00% | \$0.00 |
| 4 | Fencing Labor | \$12,220.00 | \$0.00 | \$12,220.00 | | \$12,220.00 | 100.00% | \$0.00 |
| | Materials | \$26,600.00 | \$15,000.00 | \$11,600.00 | | \$26,600.00 | 100.00% | \$0.00 |
| 5 | Cast-in-place Concrete | \$13,500.00 | \$10,800.00 | \$2,700.00 | | \$13,500.00 | 100.00% | \$0.00 |
| 6 | Masonry | \$9,600.00 | \$7,200.00 | \$2,400.00 | | \$9,600.00 | 100.00% | \$0.00 |
| 7 | Carpentry, Shingles, Siding, Doors, Hardware | \$18,300.00 | \$0.00 | \$18,300.00 | | \$18,300.00 | 100.00% | \$0.00 |
| 8 | Painting | \$1,200.00 | \$0.00 | \$1,200.00 | | \$1,200.00 | 100.00% | \$0.00 |
| 9 | Perimeter Gutter Systems, PVC Membrane Labor | \$46,046.00 | \$41,441.40 | \$4,604.60 | | \$46,046.00 | 100.00% | \$0.00 |
| | Materials | \$69,700.00 | \$55,760.00 | \$13,940.00 | | \$69,700.00 | 100.00% | \$0.00 |
| 10 | Filtration, Recirculation, Chemical Equipment Materials | \$61,500.00 | \$60,270.00 | \$1,230.00 | | \$61,500.00 | 100.00% | \$0.00 |
| 11 | Plumbing, Mechanical Labor | \$149,500.00 | \$146,510.00 | \$2,990.00 | | \$149,500.00 | 100.00% | \$0.00 |
| | Materials | \$23,700.00 | \$23,226.00 | \$474.00 | | \$23,700.00 | 100.00% | \$0.00 |
| 12 | Electrical Labor | \$34,200.00 | \$33,516.00 | \$684.00 | | \$34,200.00 | 100.00% | \$0.00 |
| | Materials | \$16,800.00 | \$16,464.00 | \$336.00 | | \$16,800.00 | 100.00% | \$0.00 |
| 13 | Change Order No #1 | (\$12,850.00) | \$0.00 | (\$12,850.00) | | (\$12,850.00) | 100.00% | \$0.00 |
| 14 | Change Order No #2 | 10,800.00 | - | 10,800.00 | | 10,800.00 | 100.00% | \$0.00 |
| GRAND TOTALS | | \$887,621.00 | \$778,990.90 | \$108,630.10 | \$0.00 | \$887,621.00 | 100.00% | \$0.00 |

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity
 AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA © 1992
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232 G703-1992

} Ss. }
St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned _____ Davinroy Mechanical Contractor, Inc. has been employed by Davinroy Mechanical Contractor, Inc. to furnish Material/Labor for the project known as Freeburg Pool Renovations - Phase I Situated in the Village of Freeburg County of St. Clair and State of Illinois

Of which The Village of Freeburg _____ is the Owner.

NOW, THEREFORE, this 3rd Day of July, 2013, for and in consideration of the sum of

Sixty Two Thousand Nine Hundred Ninety Two and 02/100**Dollars _____ paid simultaneously herewith, the receipt

whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises, by virtue of said contract.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

Subscribed and sworn to before me this _____ day of _____, 2013.
"OFFICIAL SEAL"
JANICE DOEBERT
Notary Public, State of Illinois
My Commission Expires 4/02/14
Notary Public

_____ day of _____, 2013.

TITLE: _____
(President or Vice President)
ATTEST: _____
TITLE: Secretary
(Secretary)

STATE OF Illinois

} ss. St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Davinroy Mechanical Contractor, Inc. has been employed by Davinroy

Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations - Phase I

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Eight Hundred Eighty Seven Thousand Six

Hundred Twenty One and no/100*Dollars the receipt whereof is hereby acknowledged, do we hereby waive

and release any and all lien or claim, or right of lien on said above described project and premises under "An Act to

Revise the Law in Relation to Mechanics' Liens," approved May 18th, 1903, in force July 1st, 1903, together with all

amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or

which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said

project or premises.

Given under our hand and seal on this 3rd day of July, 2013.

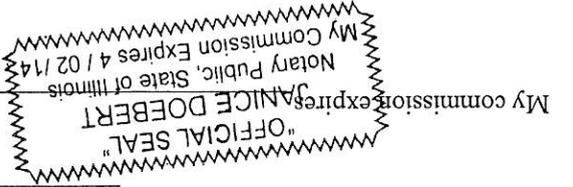
TITLE: President
Machuga
(President or Vice President)

TITLE: Secretary
Secretary
(Secretary)

ALWAYS MAKE AND RETAIN AN EXACT COPY

(Affix Corporate Seal Here)

Subscribed and sworn to before me this 3rd day of July, 2013.



Notary Public

Janice Doebert

STATE OF ILLINOIS }
SS. } SANGAMON
County

June 27, 2013

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Evens-Mason, Inc. has been employed by Davinroy Mechanical

Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of One Hundred Forty Six Thousand

Nine Hundred Sixty Four and 16/100* Dollars the receipt whereof is hereby acknowledged, do we hereby waive

and release any and all lien or claim, or right of lien on said above described project and premises under "An Act to

Revise the Law in Relation to Mechanics' Liens," approved May 18th, 1903, in force July 1st, 1903, together with

all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both,

furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical

Contractor, Inc. for said project or premises.

Given under our hand and seal on this 27th day of July, 2013.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

TITLE:

(President or Vice President)

ATTEST: *Joseph H. Wood*

TITLE:

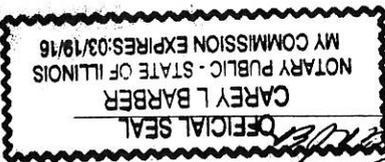
(Secretary)

Subscribed and sworn to before me this 27th day of July, 2013

My commission expires 3-19-16

Notary Public

Carey L Barber



STATE OF Illinois

} Ss. St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Belleville Fence has been employed by Davimroy Mechanical

Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations - Phase I

Situated in the Village of Freeburg of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Thirty Nine Thousand Five Hundred Twenty and

no/100*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davimroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 2nd day of July, 2013.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

TITLE:

(President or Vice President)

[Signature]

ATTEST:

[Signature]

TITLE:

(Secretary)

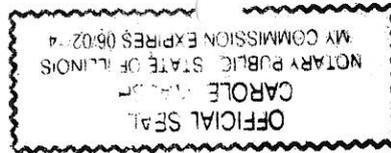
Secretary

Subscribed and sworn to before me this 2nd day of July, 2013.

My commission expires 6/2/14

Notary Public

Carol Lee



STATE OF Illinois

} Ss. _____
St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Glanzer Electric, Inc. has been employed by Davinroy Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations - Phase I

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Fifty One Thousand and no/100*Dollars

the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 2nd day of July, 2013.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

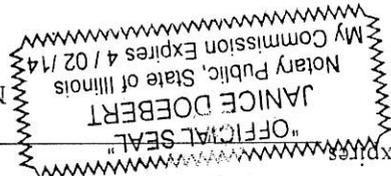
TITLE: James C. ...
(President or Vice President)

ATTEST:

TITLE:

(Secretary)

Subscribed and sworn to before me this 2nd day of July, 2013.



Notary Public Janice Doebert

Final Waiver of Lien

STATE OF Illinois

} Ss. St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Rain Drop has been employed by Davinroy Mechanical

Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations - Phase I

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Seventeen Thousand Five Hundred Seventy and

no/100*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 24th day of September, 2012.

(Affix Corporate Seal Here)



LAURIE EVANS
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
March 8, 2016

(President or Vice President)

Chief Financial Officer

TITLE:

[Signature]

TITLE:

ATTEST: [Signature]

(Secretary)

TITLE: Asst Clerk

[Signature]

Subscribed and sworn to before me this 24th day of September 2012.

My commission expires

March 8, 2016

Notary Public

[Signature]

September 17, 2012

STATE OF RHODE ISLAND

} Ss. KENT
County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Neptune-Benson has been employed by Davitroy Mechanical

Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Nineteen Thousand Fifteen and 02/100*Dollars

the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davitroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 12TH day of JUNE, 2012.

(Affix Corporate Seal Here)

Michael Benson

TITLE: CFO
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST:

TITLE: (Secretary)

Subscribed and sworn to before me this 12th day of June 2012.

My commission expires 8/21/13

Notary Public

[Signature]

June 7, 2012

STATE OF Illinois }
St. Clair County }
Ss. }

July 17, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Midwest Pool and Court Co. has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Eleven Thousand Five Hundred and 08/100* Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 22nd day of August, 2012.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

TITLE: VP
(President or Vice President)
ATTEST: [Signature]
TITLE: [Signature]
(Secretary)

TITLE: [Signature]

Subscribed and sworn to before me this _____ day of _____, 2012.

My commission expires _____

Notary Public _____

Final Waiver of Lien

STATE OF Louisiana }
parish }
St. Tammany }
county }
} ss.

October 12, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Superior Pool Products, LLC has been employed by Davinroy Mechanical

Contractor, Inc. to furnish Materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Forty Thousand Two Hundred

Forty Nine and 34/100 Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any

and all lien or claim, or right of lien on said above described project and premises under "An Act to Revise the

Law in Relation to Mechanics' Liens," approved May 18th, 1903, in force July 1st, 1903, together with all

amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished

or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc.

for said project or premises.

Given under our hand and seal on this 18th day of October, 2012.

(Affix Corporate Seal Here)

Terrence Dickerson

TITLE: *CO-OWNER DICKERSON*

~~TITLE: *President or Vice President* SR. Corporate Credit Asst.~~

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST:

TITLE: ~~(Secretary)~~

Subscribed and sworn to before me this 18th day of October, 2012.

My commission expires *At Death*

Notary Public

Thomas

STATE OF Illinois

} Ss. _____
County St. Clair

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Hagarty Iron Working Co., Inc. has been employed by Davimroy Mechanical

Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations - Phase I

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of One Thousand Twelve and 50/100* Dollars

the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on

said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois,

on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of

the said Davimroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this

27 day of August, 2012.

[Signature]
TITLE: President
(President or Vice President)

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST:

TITLE:

(Secretary)

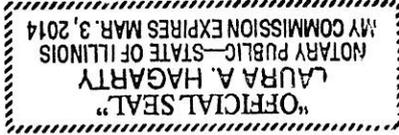
Subscribed and sworn to before me this 27 day of August 2012.

My commission expires

March 3, 2014

Notary Public

[Signature]



Final Waiver of Lien

STATE OF MISSOURI

St. Charles }
 } ss.
 } St. Charles County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Tully Equipment Co. has been employed by Davinroy Mechanical

Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg, County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Three Thousand Five Hundred Fifty Three and

No/100*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davinroy Mechanical Contractor, Inc. for said project or premises.

Invoice #3130

Given under our hand and seal on this 25th day of April, 2012.

C. J.

(Affix Corporate Seal Here)

TITLE: GM

(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST:

TITLE:

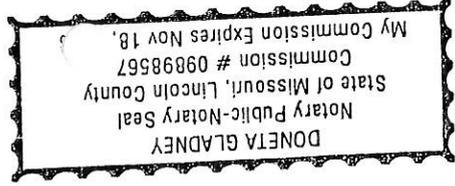
(Secretary)

Subscribed and sworn to before me this 25th day of April, 2012.

My commission expires

Notary Public

Doneta Gladney



April 19, 2012

STATE OF MO
} Ss. St. Louis
County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Concrete Coring Company, has been employed by Davimroy Mechanical

Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations - Phase I.

Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Seventeen Thousand Ninety Five and

No/100*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davimroy Mechanical Contractor, Inc. for said project or premises.

Invoice #17508 and #17537

Given under our hand and seal on this 23 day of April, 2012.


TITLE: President
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

(Affix Corporate Seal Here)

ATTEST: Matt M. [unclear]
TITLE: Project Manager
(Secretary)

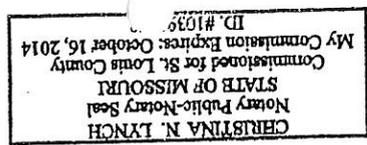
Subscribed and sworn to before me this 23rd day of April 2012.

My commission expires

October 16, 2014

Notary Public

Christina N. Lynch



STATE OF Illinois

} Ss. St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Joseph Becker has been employed by Davimroy Mechanical

Contractor, Inc. to furnish Labor and/or Materials for the project known as Freebure Pool Renovations - Phase I.

Situated in the Village of Freebure County of St. Clair and State of Illinois of which Village of Freebure

is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration Nine Thousand Six Hundred and 00/100*Dollars

the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of

lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved

May 18th, 1903, in force July 1st, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on

account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Davimroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 14th day of June, 2012.

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

TITLE: VP
(President or Vice President)

ATTEST: *Barbara V. Clark*

TITLE: *Barbara V. Clark*
(Secretary)

Subscribed and sworn to before me this 14th day of June, 2012.

My commission expires 5-17-14

Notary Public

[Signature]

June 7, 2012

IT IS HEREBY ORDERED that the Village's Motion to Deposit Funds be and is hereby granted. The Village shall deposit with the Clerk of the Circuit Court of St. Clair County the sum of \$6,715.30 it has on the Freeburg Municipal Pool - Phase 1 Pool Renovation (hereinafter, the "Project"). Said deposit shall be into an interest-bearing account, disbursed only on further order of Court. Appropriate full (or partial) and unconditional lien releases and written warranty held by Natara to be given in exchange for disbursements. The funds deposited shall be credited by the parties as if paid by the Village to Davinroy Mechanical Contractor, Inc. on the Project. All accrued liens and claims of any description on the Project by Plaintiff are hereby released, dissolved, and deemed satisfied, as regards the Village for this Project. The Village is hereby

notice having been served and the Court being fully advised in the premises: ("Natare") are in agreement and that other parties have not entered their appearances herein, due to Deposit Funds, the Village having represented that it and Plaintiff, Natara Corporation THIS CAUSE COMING to be heard on the Village of Freeburg's ("the Village") Motion

AGREED DEPOSIT ORDER

NATARA CORPORATION,
 Plaintiff,
 vs.
 DAVINROY MECHANICAL CONTRACTOR,
 INC., FIDELITY AND DEPOSITION COMPANY,
 OF MARYLAND, and VILLAGE OF FREEBURG,
 AN ILLINOIS MUNICIPALITY,
 Defendants.

Cause No. 13-CH-0249

IN THE CIRCUIT COURT
 TWENTY-TH JUDICIAL CIRCUIT
 ST. CLAIR COUNTY, ILLINOIS

FILED
 ST. CLAIR COUNTY
 JUN 14 2013
 67
 J. Mark R. Cook
 CIRCUIT CLERK

Accepted on or about 6/20/13

ST. CLAIR COUNTY GOVERNMENT RECEIPT

NO. 080200

DATE 6-20-2013

RECEIVED FROM Village of Freeburg
ADDRESS 14 Southgate Center Freeburg IL 62413

| | | | | | | |
|---------------|----|---------|------------------------------|----------------------|----------------------|--------------|
| CASH | \$ | | FOR Escrow Deposit 13-CH-249 | ISSUED BY D. Holzner | OFFICE Circuit Clerk | PRINTIT PLUS |
| CHECK # 46853 | \$ | 6715.30 | | | | |
| CREDIT CARD | \$ | | | | | |
| MONEY ORDER | \$ | | | | | |

CUSTOMER

Davinroy Mechanical Contractor, Inc.

44 Empire Drive
Belleville, IL 62220-3415

Telephone (618)233-1112
Fax (618)233-1115
e-mail: davinroymech@peaknet.net

M E M O

TO: Doug Buesking
EWR Associates

FROM: Mark Davinroy/jd

DATE: July 3, 2013 — *EWR received 7-8-13*

RE: Freeburg Pool *Meeting sat 8-2-13*

Enclosed is the following:
3 original copies of Pay Request #5 dated July 3, 2013

Final Lien waivers from:
Davinroy Mechanical Contractor, Inc.
Evans-Mason, Inc
Belleville Fence
Glazier Electric, Inc.
Rain Drop
Neptune Benson
Superior Pool
Midwest Pool and Court Co.
Hagarty Iron Working Co., Inc.
Tulley Equipment Co.
Concrete Coring Company
Joseph Becker

Partial Lien Waiver from Davinroy Mechanical Contractor, Inc. for pay request #5.

Thank you.



Davintro Mechanical Contractor, Inc.

44 Empire Drive
Belleville, IL 62220-3415

Telephone (618)233-1112
Fax (618)233-1115
e-mail: davintroymech@peaknet.net

July 3, 2013

Attn: Doug Buesking
EWR Associates

RE: Freeburg Pool Renovations – Phase I

Doug,

We are in receipt of your punch list dated May 8, 2013.

All items 1 thru 15 have been completed. The wading pool was inspected by IDPH and passed inspection. It opened on June 19, 2013. All items on the EDM punch list have been completed also.

Please note, on your list for deviations from original contract documents the following items:

1. Installed 3" posts on fencing (Not 2 1/2")
2. Installed rip-rap at the outfall pipe with fabric
3. Installed 1" backflow preventer and additional piping and copper fittings and valves for the potable and non-potable water lines from existing pump room
4. Ran separate 1" piping to yard hydrants (non-potable) and separate 1" piping to potable piping
5. Installed separate valves and piping in new pump house for potable and non-potable piping

Enclosed are the following documents:

1. Warranties for shingles (Tamko)
2. Warranties for siding (James Hardie)
3. As-built drawings
4. Operation and maintenance manuals (Electrical)
5. Operation and maintenance manuals (Mechanical)
6. Copy of transmittal dated 10-23-2012 given to Dennis Herzing on this date.
6. AIA Document G704-2000 Certificate of Substantial Completion

This concludes all items on punch list and we will be submitting all final Lien Waivers and a final invoice for this project.

Sincerely,

Mark Davintro
President

Davintro Mechanical Contractor, Inc.

THIS WARRANTY LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN CONNECTIONS WHERE STATUTORY OBLIGATIONS OR IMPLIED WARRANTIES ARE CONSIDERED, THIS WARRANTY SHALL BE APPLIED TO ALL SUCH STATUTORY OBLIGATIONS AND CONVENTIONS AND ALL RIGHTS TO SUCH ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR FROM THE DATE OF ACCRUAL OF SUCH CAUSE OF ACTION. AFTER THE DATE OF PURCHASE OF THIS SHINGLE, THE WARRANTY SHALL BE LIMITED TO THE EXTENT OF THE WARRANTY OR CONVENTION IN FACT OR THE ABOVE LIMITATION SHALL NOT APPLY TO SUCH CAUSE OF ACTION.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED FOR THE ASSIGNATION OF THE ACTION IS NOT PERMITTED BY LAW. LITIGATION INDIVIDUALLY AND YOU WILL NOT CONSULTE OR SEEK ASSISTANCE FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Heritage Shingles sold on or after January 1, 2013. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.



LIMITED WARRANTY INFORMATION
(To be completed by Owner and Contractor)

Owner's Name _____

Address Where Applied _____

City _____

State _____ Zip _____

Type of TAMKO Shingle applied:

- TAMKO Glass-Seal 240 Months (20 Year) Limited Warranty
- TAMKO Elite Glass-Seal 300 Months (25 Year) Limited Warranty
- TAMKO Heritage 360 Months (30 Year) Limited Warranty
- TAMKO Heritage IR 360 Months (30 Year) Limited Warranty
- TAMKO Heritage Woodgale 360 Months (30 Year) Limited Warranty
- TAMKO Heritage Premium 600 Months (50 Year) Limited Warranty
- TAMKO Heritage Vintage 600 Months (50 Year) Limited Warranty

Number of Sales Squares _____

Color _____

Date of application of Shingles _____

Total cost of Shingles _____

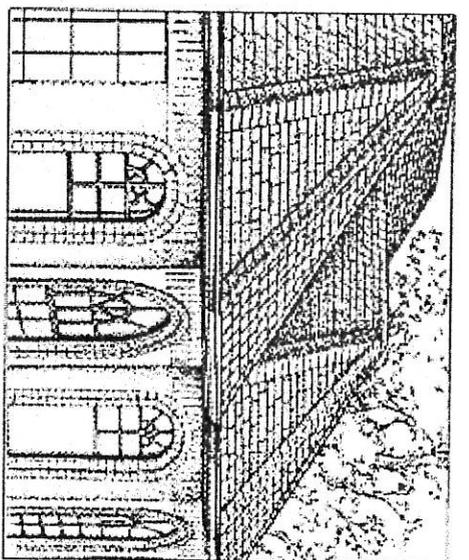
Total cost of Shingle application _____

Contractor's Name _____

Contractor's Signature _____

Date _____

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE.



BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO for quality products that are built to perform. Our extensive line of residential products includes: Heritage® series and Vintage® laminated asphalt shingles, 3-Tab shingles, MetalWorks® steel shingles, EverGrain® and EverGrain® Envision® composite decking, Elements® dockboards, Tam-Rail® and Marquee™ railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



P.O. Box 1404
Joplin, MO 64802-1404 USA
tamko.com





TAMKO's obligation is not greater and includes the reasonable cost of labor. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of Heritage, Heritage I, Heritage Woodgrain, Heritage Premium and Heritage Vintage Shingles in strict accordance with installation instructions printed on the wrapper with the Shingles installed under the following conditions: (a) the wind speed shall not exceed 130 mph (54 m/s) in the locations specified for High Wind Application, and (b) TAMKO starter shingles, a caps and stakes. See local building codes for additional framing requirements. If High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Labor Payment Certificate" means a certificate issued by TAMKO that may be utilized in any state or all of the replacement cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty.

"Material Certificate" means a certificate issued by TAMKO and evidence of participating distributors for a color quantity of replacement shingles of the same type and color as the defective Shingles which are to be replaced. If shingles of the same type or color are no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement shingles may not match the original shingles due to many factors, including but not limited to, normal weathering and manufacturing conditions.

"Maximum Liability" means the obligation of TAMKO described in the paragraphs titled "TAMKO Full Start Period" and "After the Full Start Period", whichever is applicable.

"Owner" means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Owner even though the Shingles were already installed.

"Premier" means someone who purchases from the Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for Heritage, Heritage I, Heritage Woodgrain, Heritage Premium and Heritage Vintage Shingles or within the first ten (10) years for Elite Class Seal and Class-Seal Shingles and the Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability".

"Sales Square" means 98.4 square feet for Heritage, Heritage I, Heritage Woodgrain and Heritage Premium shingles produced in Tuscaloosa, AL, Ocala, FL, Phillipsburg, KS, or Joplin, MO and metric sized Heritage Premier shingles produced in Frederick, MD. "Sales Square" means 98.5 square feet for standard size Heritage Premium shingles produced in Frederick, MD. "Sales Square" means 100 square feet for Elite-Class Seal and Class-Seal shingles produced in Frederick, MD. Tuscaloosa, AL, and Joplin, MO.

"Shingles" means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the Owner.

"TAMKO" means TAMKO Building Products, Inc.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the number of months set forth in Table 1.

TABLE 1

| SHINGLE | ITEM | STILL APPLICABLE WITH ORIGINAL WARRANTY | | LIMITED WARRANTY TERM | |
|--------------------|------------|---|-----------------|-----------------------|--------|
| | | FEET | PER SQUARE YARD | MONTHS | YEARS |
| Class-Seal | 240 months | 3/13 | 60 | — | 5 yrs |
| The Class Seal | 300 months | 5 yrs | 60 | — | 5 yrs |
| Heritage | 360 months | 15 yrs | 116 | 130 | 15 yrs |
| Heritage I | 360 months | 15 yrs | 116 | 130 | 15 yrs |
| Heritage Woodgrain | 360 months | 15 yrs | 116 | 130 | 15 yrs |
| Heritage Premium | 630 months | 20 yrs | 116 | 130 | 15 yrs |
| Heritage Woodgrain | 630 months | 20 yrs | 116 | 130 | 15 yrs |

"COMPLIANCE TESTING FOR U.L. 2218 CLASS 4 IMPACT RESISTANCE OCCURS IN A LABORATORY SETTING AND MAY NOT BE EQUIVALENT TO REAL-WORLD EXPOSURE TO WEATHERING CONDITIONS, INCLUDING HAIL STORMS. TAMKO DOES NOT WARRANT AGAINST DAMAGE BY HAIL."

TAMKO Full Start Period: If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to repairing or replacing such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the life of this Limited Warranty. This is TAMKO's Maximum Liability after the Full Start Period. TAMKO is not responsible for any cost of labor after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 360 month warranty Term, TAMKO's Maximum Liability is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Owner.

Both during and after the Full Start Period, the extent of replacement as at the sole discretion of TAMKO, TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, fastenings, metal work, etc. TAMKO is not responsible for the cost of tear-off, reroofing or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired, replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is set-¹l.

Replacement shingles will be warranted only for the remainder of the original Term. Tander of TAMKO's Maximum Liability shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Owner must notify TAMKO by telephone at 800-441-7159 or certified mail at P.O. Box 1404, Joplin, Missouri 64502-1404 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. **NOTE:** Hold to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the Owner's claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

120 Month Algae Relief - Algae Cleaning Limited Warranty: If, during the initial 120 months of the Term, Shingles designated with the Algae Relief feature, (see designated products under definition of "Algae Relief") become significantly stained by certain algae growth, including blue-green algae, TAMKO will issue to the Owner a Labor Payment Certificate that may be used to pay the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$15 per Sales Square). After the initial twelve months of the Term, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining 108 months of this Algae Cleaning Limited Warranty. The remaining cost shall be the responsibility of the Owner. TAMKO may, at its option, provide a Material Certificate for replacement shingles (or a prorated portion of the replacement shingles) for Shingles exhibiting stains. This is TAMKO's maximum liability under the Algae Cleaning Limited Warranty. TAMKO shall have no liability or responsibility for cleaning Shingles: (a) after the initial 120 months of the Term, (b) at any time for Shingles that do not have the Algae Relief feature, or (c) Shingles not significantly stained by algae growth.

Limited Wind Warranty: The Shingles are also covered by a Limited Wind Warranty against damage from wind up to the designated wind velocity identified in Table 1. This Limited Wind Warranty applies only if (a) the Shingles were installed in strict accordance with application instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down. Shingles that are installed in cold seasons may not seal until weather conditions are adequate to allow the seal down sheet to adhere, and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. If conditions (a) and (b) have been met and during the Limited Wind Warranty Term the Shingles are damaged or blown off by wind up to the designated wind velocity for the product as a result of a manufacturing defect, TAMKO will process the Owner's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period", whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of reattaching unsealed Shingles and replacing Shingles which have blown off and a Material Certificate for the number of shingles that have blown off. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, without limitation, underlayment, fastenings, metal work, etc. TAMKO's Maximum Liability is to provide a Labor Payment Certificate that may be used to pay the reasonable cost of reattaching unsealed Shingles on the roof. Shingles will be conclusively deemed to have been exposed to winds or gusts in excess of the designated wind velocity for the product if the National Weather

Service reports a wind velocity of 130 mph (54 m/s) or greater. TAMKO's obligation is not greater and includes the reasonable cost of labor and delivery to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the Owner's claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

Longer full start. Longer up-front protection. Now standard on all Heritage® Series Shingle Limited Warranties.

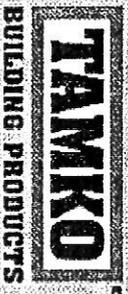
Heritage® Series Product and Limited Warranty Enhancements (Effective on purchases beginning February 1, 2011)

| New Brand Name | Heritage® | Heritage® Premium | Heritage® Vintage® |
|---|----------------|-------------------|--------------------|
| Previous brand name | Heritage® 30 | Heritage® 50 | Heritage® Vintage® |
| Limited Warranty length | 30-year | 50-year | 50-year |
| Full Start Protection Period (Non-prorated period) | 15-year | 20-year | 20-year |
| Standard (4 Nail*) Application Wind Warranty MPH | 110 MPH | 110 MPH | 110 MPH* |
| High Wind (6 Nail) Application Wind Warranty MPH** | 130 MPH** | 130 MPH** | 130 MPH** |
| Limited Wind Warranty Term | 15-year | 15-year | 15-year |
| ASTM D3462 | ✓ | ✓ | ✓ |
| ASTM D3161 Class F (110 MPH) | ✓ | ✓ | ✓ |
| ASTM D7158 Class H (150 MPH) | ✓ | ✓ | ✓ |
| UL 2390/ASTM D6381 Class H (150 MPH) | ✓ | ✓ | ✓ |

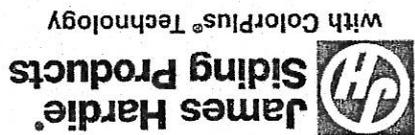
*Heritage® Vintage® standard application requires 5 nails.

High Wind Application means the application of Heritage Series laminated shingles in strict accordance with application instructions installed with 6 fasteners in the locations specified for high wind and using TAMKO starter shingles including sealant strip at the eaves and rakes.

Should you have any questions on these changes and programs, please contact your local TAMKO Territory Manager, visit tamko.com, or call our TAMKO Warranty Services Department at 800-441-7190.



tamko.com



Express Limited Finish Warranty

attached: (g) damage from incorrect design or construction of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) efflorescence or performance of any paints and/or coatings which are not Hardie; (k) growth of mold, mildew, fungi, bacteria, or any organisms on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; and (m) any cause other than manufacturing defects attributable to Hardie.

4. DISCLAIMER:

The statements in this Warranty constitute the only warranty extended by Hardie for the Product. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE APPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OF THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Hardie has no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIMS:

Any refund or material replacement by Hardie pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:

Hardie reserves the right to modify, or discontinue, (whether completely or partially) any of its products without notice and shall not be liable as a result of such modification or discontinuation.

9. EXCLUSIONS:

This Warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty); (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of materials to which the Product is

2. CONDITIONS OF WARRANTY:

Hardie's liability hereunder to the covered person shall be subject to the following terms and conditions:

A. The claimant must provide proof that he/she is a covered person. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation, insulating wet product may result in staining or shrinkage, neither of which is covered under the terms of this warranty.

C. The Product must be installed according to Hardie's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the product per the manufacturer's published instructions does affect Product performance and may void this Warranty.

D. The covered person must provide written notice to James Hardie Building Products, Inc. within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Hardie to investigate the claim. Photos of the product, showing the defect or failure, must accompany the notice. Product samples may be required by the Claims Department.

E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Hardie or Hardie's agent to enter the property and structure where the Product is installed and examine, photograph and take samples of the Product.

1. LIMITED WARRANTY COVERAGE - FINISH:

James Hardie Building Products, Inc. ("Hardie") warrants (for installation within the U.S. and its trust territories, as well as Canada) to the purchaser and all transferees prior to and including the first owner of the structure to which the product is applied and the first transferee of such structure (each a "covered person") that the ColorPlus® Finish will be free from defects. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, James Hardie's ColorPlus finish with ColorPlus Technology, for a period of 15 years from the date of purchase: (a) will not peel (b) will not crack, and (c) will not chip. James Hardie, in its sole liability and in lieu of any direct, indirect or consequential damages will, during the first year, reimburse the covered person for reasonable fees for paint and labor (an amount not to exceed \$1.00 per square foot). During the 2nd through 15th year, the warranty payment shall be reduced by 6.67% such that after the 15th year no warranty shall be applicable.

EXCLUSIVE REMEDY:

Hardie's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect.

Certificate of Substantial Completion

OWNER: _____
 ARCHITECT: _____
 CONTRACTOR: _____
 FIELD: _____
 OTHER: _____

PROJECT: _____
 PROJECT NUMBER: 211123/
CONTRACT FOR: General Construction
CONTRACT DATE: 11-28-2011
TO OWNER: _____
 Freeburg Community Park
 Renovation
(Name and address) Freeburg Municipal Pool - Phase I Pool
TO CONTRACTOR: _____
 Davinroy Mechanical Contractor, Inc.
 44 Empire Drive
 Belleville, IL 62220
(Name and address) Village of Freeburg
 14 Southgate Center
 Freeburg, IL 62243

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Complete project.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
 1 year - Main Pool
 2 year on Pool Deck
 1 year - Wading Pool
 EWR Associates, Inc.

ARCHITECT
 BY _____
 June 28, 2013

DATE OF COMMENCEMENT
 October 30, 2012

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$35,000

The Contractor will complete or correct the Work on the list of items attached hereto within sixty (60) days from the above date of Substantial Completion.

Davinroy Mechanical Contractor

CONTRACTOR
 BY _____

DATE
 4-30-13

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 a.m. (time) on Main Pool 10-30-12 and on Wading Pool 6-28-13 (date).

Village of Freeburg

OWNER
 BY _____

DATE
 8/2/13

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes:
(1500989031)



PUNCH LIST – COMPLETE PROJECT MAIN POOL, WADING POOL & FILTER HOUSE

PROJECT NAME:

Freeburg Municipal Pool
Phase I Pool Renovations
Village of Freeburg
Freeburg, Illinois

EWR PROJECT# 211123

Inspection Date: October 29, 2012

Punch List updated: 5-8-13

Punch List updated: 6-11-13

Inspection Performed By: Doug Buesking

ITEM NO, LOCATION AND DESCRIPTION

1. Wading Pool features: Train owner on proper install – removal. Provide manufacturers recommendations and instructions.
2. Main Pool Deck: Various locations have surface cracking. Possible cause to be determined, proper curing procedures not followed by concrete subcontractor. Corrective work to be determined. The owner has requested the option of extending the warranty period for this work in lieu of replacing the hairline-cracked portions of the pool deck.
3. Provide owner a complete list of manufacturer's specified warranties to include but not limited to Asphalt Shingles, Pre-finished Cement siding, Pre-finished Louvers, Pool Liner and Stainless Steel Gutter.
4. Refer to EDM Punch List (page 1 of 1) Attached for additional items.
5. **Update 5-8-13 Item #1:** Complete operation of wading pool has not established and proven to meet the contract documents. Assist owner in 2013 season start-up of wading pool. Assist owner on proper installation of pool features. Provide training on wading pool pump/filtration system to ensure all systems are operating according to the contract documents. Train owner on pool feature valve adjustment and clearly label valves for ease of future adjustment. Coordinate IDPH inspection and certifying is approved for use in accordance with IDPH requirements.

6. **Update 5-8-13 item #2:** Over the winter the wading pool marte plaster has cracked, buckled and delaminated from the concrete pool floor. Investigation of failure should be documented. Remove all existing marte plaster on the floor and ensure proper adhesion at the wall. Install new marte plaster after inspection and details of corrective installation are reviewed with installer, Architect and Owner's rep in order to avoid another failure.
7. Update 6-11-13 item #1: Complete wading pool plaster repair and start-up of wading pool. Provide owner training on start-up and maintenance of new plaster finish. Inspect and clean main drain hydrostatic relief valve and secure main drain grates.
8. Update 6-11-13 item #2: Fill wading pool with water from the main pool in accordance with the recommendations of the plaster installer and manufacturers instruction. Provide owner timetable as to when the pool can be put into operation for use by public.
9. Update 6-11-13 item #3: Contact IDPH for inspection and approval for operation.
10. Update 6-11-13 item #4: Complete install of bolts at pool features prior to filling pool.
11. Update 6-11-13 item #5: Repair or replace gate latch lock at gate adjacent to concession stand. Have Belleville Fence test / adjust and train owner on trouble shooting all of the malfunctioning gate latches.
12. Update 6-11-13 item #6: Replace cracked valve #11 at filter F-1A.
13. Update 6-11-13 item #7: Replace / repair main pool backwash flow meter. If replace utilize manual bubble style in lieu of digital per owners request.
14. Update 6-11-13 item #8: Investigate resolve issue with the difficulty with removing pool ladders. Options discussed are to bore bigger holes in the brass sleeve and if this dose not work core drill concrete and replace sleeves with new. If core drill and replace the new sleeve assembly will need to be tied to the common bonding grid.
15. Update 6-11-13 item #9: Replace cracked pool depth marker 9 IN. tile at north side deep end adjacent to lifeguard stand.

The list above includes items observed at the time of the inspection. Additional items may be added to this list for areas not available to inspection. Correction of these items will provide a substantially completed project. Failure to include an item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents General Contractor (G.C.) to verify all mechanical, electrical, and plumbing systems have been inspected and working properly. G.C. to provide all closeout submittals, as built drawings, warranties and owner training of systems operation as specified in the project manual and as required by contract. The Owner may add additional items to this punch list.

DEVIATIONS FROM ORIGINAL CONTRACT DOCUMENTS

The following are field changes agreed to during construction, which are to be discussed to ascertain impact on final contract amount.

1. Add Alternate P-1 (\$10,800) new 12-inch diameter sanitary sewer from filter house to existing lift station approx. 223 lf. Installed approx. 40 lf 12-inch sump pit discharge to daylight adjacent to creek.
2. GC request - provide frost piers in lieu of continuous turn down frost wall.
3. GC request - provide pvc liner in lieu of epoxy coating at surge tank.
4. GC request - provide manhole style rungs in lieu of stainless steel ladder at surge tank.
5. GC request - provide yard hydrants in lieu of recessed stainless steel deck hydrants (2) locations.
6. GC request - provide Natara segmented gutter in lieu of Paddock radius gutter at wading pool zero entry.
7. Surface cracks in concrete pool deck possible cause to be determined, proper curing procedures not followed by concrete subcontractor.
8. GC should have shocked pool with non-chlorine oxidizer and didn't do it.
9. Update 6-11-13 item #1: Owner request upgrade to Diamond Brite as manufactured by SGM marcite plaster material to be utilized for wading pool plaster repair. Extra cost for material = \$2,000.

Engineers
Architects
Planners



EDM of Illinois, Inc
850 Vandalla, Suite 25
Collinsville, IL 62234
V 618 344-3774
F 618 344-5773
edm@edm-inc.com

EDM Incorporated
220 Mansion House Center
St. Louis, MO 63102-1902
V 314-231-5485
F 314-231-8167
edm@edm-inc.com

Project Name: Freeburg Pool
Project Number: 11136.00
Status of Construction: Complete

Report Date: October 30, 2012
By: Roger Hagemann, Ed Zuger
Visit Time and Date: 2:30PM 10/29/12
Weather Conditions: Clear, Mild

cc: GPM, file

Discussion:

The following is the writer's understanding of discussions and decisions. Please, notify EDM of any changes that are considered necessary to correct the information.

1. Repair the non-operating underwater pool light located on east side of the main pool.
2. Provide a weatherproof coverplate for the duplex receptacle located in the northwest corner of the new Filter Building, per General Note 2 on drawing E2.0.
3. Provide ground-fault circuit interrupter circuit breakers for pumps P-1, P-2, CF-1 & CF-2, per note (1) on panelboard schedule for panel "A", drawing E2.0.
4. At the Wading Pool, cap the conduits at the light pole bases where the poles have not been installed to prevent contamination (3 locations).
5. Filtration system – Filter House.
 - a. Repair leak on PVC line on top of F-1A.
 - b. Provide valve tags, equipment IDs and piping labels per Specification Section 15190 – Mechanical Identification.
 - c. Provided laminated instruction sheets for seasonal start-up, normal filtering operation, backwash operation and seasonal shut-down, per Specification Section 13152 – 1.6.B.
 - d. Confirm adequate air vents at high points and drain valves at low points of piping systems exist to bleed air and drain system.
 - e. Demonstrate to the satisfaction of the Owner that the Wading Pool System equipment, devices, meters perform per design and per Code during normal filtering operation and during backwashing periods.
6. Filtration System – Wading Pool
 - a. Valve Box: Demonstrate to the satisfaction of the Owner that throttling settings at supplies to the water features and to the inlets are set properly and mark those settings on the valves for future seasonal start-up.



**COST PLUS FIXED FEE
INVOICE**

Date: 08/07/13 Invoice No. 6
Work Order No. _____

To: Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

From: Rhutasel and Associates, Inc.
Firm Address: Rhutasel and Associates, Inc.
P.O. Box 97
Freeburg, IL 62243

| | | |
|--------------|---------|--------------------------------------|
| PTB / Item # | Project | Consultant's Job Number 41712 |
| Route | County | |
| Section | Job No. | |
| Phase | | |

For Professional Services performed as set forth in the Agreement dated: 09/07/12
& Supplemental Agreement(s) dated: _____

| 1) Invoice Period | From: | To: | This Invoice | Previously Invoiced | Earned to Date | Max allowable |
|--|------------------|-----------------|-------------------|---------------------|--------------------|---------------|
| | <u>07/01/13</u> | <u>07/31/13</u> | | | | |
| 2) Maximum Payable | | | | | | \$28,000.00 |
| 3) Direct Salaries | \$496.81 | \$4,572.13 | \$5,068.94 | | | |
| 4) QC/QA | \$0.00 | \$0.00 | \$0.00 | | | |
| 5) Payroll & Overhead | | | | | | |
| this invoice | <u>148.7500%</u> | | \$739.00 | \$6,801.03 | \$7,540.03 | |
| average | <u>148.75%</u> | | | | | |
| 6) Fixed Fee = 5.1043% | \$180.80 | \$1,648.45 | \$1,829.25 | | | \$3,542.08 |
| 7) Direct Costs Prime | \$12.60 | \$9.31 | \$21.91 | | | |
| 8) Services by others | | | | | \$0.00 | |
| | | | | | \$0.00 | |
| | | | | | \$0.00 | |
| 9) Total invoiced for project including this invoice | | | | | <u>\$14,460.13</u> | |
| 10) Previously Invoiced | | | | <u>\$13,030.92</u> | | |
| 11) Payment Due this invoice | | | <u>\$1,429.21</u> | | | |

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved
IDOT Rep. _____ Date: _____

Accepted By: _____ Date: _____

Checked _____ Date: _____

Consultant: Rhutasel and Associates, Inc.

By / Date: *Sidney W. LeGrand* 8/7/13

(Name) Sidney W. LeGrand

(Title) Secretary

Distribution: 2 complete packages plus 2 copies of invoice form to Liaison Engineer.

Employee 071 **SID LEGRAND**

Posted

Signed _____
 Approved _____

| Profit Center: FR:TR | | Mon 07/01 | Tue 07/02 | Wed 07/03 | Thu 07/04 | Fri 07/05 | Sat 07/06 | Sun 07/07 | Mon 07/08 | Tue 07/09 | Wed 07/10 | Thu 07/11 | Fri 07/12 | Sat 07/13 | Sun 07/14 | Mon 07/15 |
|---------------------------------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 8 | Task FTR | | | | 8.00 | | | | | | | | | | | |
| HOLIDAY | | | | | | | | | | | | | | | | |
| FREEBURG TRANSPORTATION HOLIDAY | | | | | | | | | | | | | | | | |
| | 60305 Reg. | | | | 8.00 | | | | | | | | | | | |
| 10 | Task COR | 2.00 | | | | | | | 2.00 | | | | | | | 1.00 |
| BUSINESS DEVELOPMENT | | | | | | | | | | | | | | | | |
| CORPORATE BUSINESS DEVELOPMENT | | | | | | | | | | | | | | | | |
| | 62105 Reg. | 2.00 | | | | | | | 2.00 | | | | | | | 1.00 |
| O'FALLON - MILBURN SCHOOL RD - PH 3&4 | | | | | | | | | | | | | | | | |
| PRE-FINAL ROAD PLANS | | | | | | | | | | | | | | | | |
| | 16505 Reg. | 1.00 | | | | | | | | | 1.00 | | | | | |
| 40113 | Task 401 | 1.00 | | | | | | | | | 1.00 | | | | | |
| O'FALLON - MSR - OCR ROUNDABOUT | | | | | | | | | | | | | | | | |
| PDR | | | | | | | | | | | | | | | | |
| | 16505 Reg. | 1.00 | | | | | | | | | 1.00 | | | | | |
| 4 | Task FTR | | | | | | | | | | | | | | | |
| Sick Leave | | | | | | | | | | | | | | | | |
| FREEBURG TRANSPORTATION SICK LEAVE | | | | | | | | | | | | | | | | |
| | 60205 Reg. | 2.50 | 2.00 | | | | | | | | | | | | | |
| 40713 | Task 450 | | 2.50 | 2.00 | | | | | | | | | | | | |
| O'FALLON - LINCOLN AVENUE ERP - CONST | | | | | | | | | | | | | | | | |
| CONSTRUCTION OBSERVATION | | | | | | | | | | | | | | | | |
| | 16505 Reg. | 1.00 | | | | | | | | | | | | | | |
| 40613 | Task 402 | | 1.00 | | | | | | | | | | | | | 2.00 |
| ST CLAIR CO - ENGELMANN FARM | | | | | | | | | | | | | | | | |
| PLANS / SPECS | | | | | | | | | | | | | | | | |
| | 16505 Reg. | | 1.00 | | | | | | | | | | | | | 2.00 |
| 40612 | Task 005 | | | 1.00 | | | | | | | | | | | | |
| IDOT 8 INSPECTION PTB 160/20 | | | | | | | | | | | | | | | | |
| WORK ORDER #5 | | | | | | | | | | | | | | | | |
| | 16505 Reg. | | 1.00 | | | | | | | | | | | | | 1.00 |
| Task 006 | | | 1.00 | | | | | | | | | | | | | |
| WORK ORDER NO. 6 | | | | | | | | | | | | | | | | |
| | 16505 Reg. | | 1.00 | | | | | | 1.00 | | | | | | | |
| 40813 | Task 406 | | 1.00 | | | | | | | | | | | | | |
| O'FALLON - WASHINGTON ST. REVISIONS | | | | | | | | | | | | | | | | |
| ENGINEERING | | | | | | | | | | | | | | | | |
| | 16505 Reg. | 1.00 | | | | | | | | | | | | | | |
| 41712 | Task 402 | | | | | | | | | | | | | | | |
| FREEBURG - SAFE ROUTE TO SCHOOLS | | | | | | | | | | | | | | | | |
| PRELIMINARY ROAD PLANS | | | | | | | | | | | | | | | | |
| | 16505 Reg. | | | | | | | | | | | | | 1.00 | | |

Client: 6595 - O'FALLON, CITY OF

Client: 6595 - O'FALLON, CITY OF

Client: 6595 - O'FALLON, CITY OF

Client: 8012 - ST. CLAIR COUNTY

Client: 4323 - IDOT DISTRICT 8

Client: 6595 - O'FALLON, CITY OF

Client: 3280 - FREEBURG, VILLAGE OF

Rhutasel and Associates, Inc.
Timesheet for the period ending 7/31/13

Employee 071 **SID LEGRAND**

Posted

Signed _____
Approved _____

| Profit Center: | FR:TR | Total | Tue 07/16 | Wed 07/17 | Thu 07/18 | Fri 07/19 | Sat 07/20 | Sun 07/21 | Mon 07/22 | Tue 07/23 | Wed 07/24 | Thu 07/25 | Fri 07/26 | Sat 07/27 | Sun 07/28 | Mon 07/29 | Tue 07/30 | Wed 07/31 | |
|----------------|--|--------------|-------------|-------------|-----------|-----------|-----------|-----------|--------------|-------------|-------------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|-------------|
| 40612 | IDOT 8 INSPECTION PTB 160/20 | | | | | | | | | | | | | | | | | | |
| Task 006 | WORK ORDER NO. 6 | 2.00 | | | | | | | 1.00 | | | | | | | 1.00 | | | |
| 40508 | O'FALLON - VENITA DR BRIDGE / CSXT RR PERMITS & COORDINATION | | | | | | | | | | | | | | | | | | |
| Task 402 | 16505 Reg. | 1.00 | | | | | | | 1.00 | | | | | | | | | | |
| 41712 | FREEBURG - SAFE ROUTE TO SCHOOLS PRELIMINARY ROAD PLANS | | | | | | | | | | | | | | | | | | |
| Task 402 | 16505 Reg. | 1.00 | | | | | | | | | 1.00 | | | | | | | | |
| 42009 | LEBANON - ALTON STREET IMPROVEMENT PRELIMINARY ROAD PLANS | | | | | | | | | | | | | | | | | | |
| Task 402 | 16505 Reg. | 2.00 | | | | | | | | | | | | | | 1.00 | 1.00 | | |
| Totals | | 64.00 | 8.00 | 8.00 | | | | | 11.00 | 5.00 | 8.00 | | | | | 8.00 | 8.00 | 8.00 | 8.00 |

Client: 4323 - IDOT DISTRICT 8
Client: 6595 - O'FALLON, CITY OF
Client: 3280 - FREEBURG, VILLAGE OF
Client: 5370 - LEBANON, CITY OF

Employee 086

ANTHONY SCHENK

Signed _____
Approved _____

Posted

| Profit Center: FR:TR | | Mon 07/01 | Tue 07/02 | Wed 07/03 | Thu 07/04 | Fri 07/05 | Sat 07/06 | Sun 07/07 | Mon 07/08 | Tue 07/09 | Wed 07/10 | Thu 07/11 | Fri 07/12 | Sat 07/13 | Sun 07/14 | Mon 07/15 |
|----------------------|----------|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 2 | Task FTR | GENERAL & ADMINISTRATIVE LABOR | | | | | | | | | | | | | | |
| | | FREEBURG TRANSPORTATION GEN & ADMIN LABR | | | | | | | | | | | | | | |
| | | 1.00 | 0.50 | 1.50 | | | | | 1.00 | 0.50 | 0.50 | 1.00 | 1.00 | | | 0.50 |
| | | 07/01 Time Sheet, ect. | | | | | | | | | | | | | | |
| | | Client: 6230 - NEW ATHENS, VILLAGE OF | | | | | | | | | | | | | | |
| | Task 100 | 2.50 | | 0.50 | | | | | | | | | | | | |
| | | Client: 3280 - FREEBURG, VILLAGE OF | | | | | | | | | | | | | | |
| 41712 | Task 401 | 2.25 | | | | | | | | | | | | | | |
| | | Client: 6595 - O'FALLON, CITY OF | | | | | | | | | | | | | | |
| | Task 402 | 2.25 | | | | | | | | | | | | | | |
| 40813 | Task 406 | 0.50 | | | | | | | | | | | | | | 0.50 |
| | | 07/15 Coordination w/QTE | | | | | | | | | | | | | | |
| 10 | Task FTR | BUSINESS DEVELOPMENT | | | | | | | | | | | | | | |
| | | FREEBURG TRANSPORTATION BUSINESS DEVELOP | | | | | | | | | | | | | | |
| | | 0.50 | | | | | | | | | | | | | | 0.50 |
| | | 07/02 Misc. Projects | | | | | | | | | | | | | | |
| | | 07/15 Misc. Projects | | | | | | | | | | | | | | |
| 41412 | Task 401 | 6.00 | 5.00 | | | | | | | 0.50 | 1.50 | 1.00 | | | | 1.00 |
| | | Client: 6595 - O'FALLON, CITY OF | | | | | | | | | | | | | | |
| | | 07/02 Revisions per 95% meeting w/client, preparing final plans and review of meeting minutes | | | | | | | | | | | | | | |
| | | 07/03 Fence Drawings and Specs | | | | | | | | | | | | | | |
| | | 07/09 Fence Revisions | | | | | | | | | | | | | | |
| | | 07/10 Printing plans for Permit | | | | | | | | | | | | | | |
| | | 07/11 Spec revisions per Architect Comments | | | | | | | | | | | | | | |
| | | 07/15 Plan review checklist revisions | | | | | | | | | | | | | | |
| 10 | Task FTR | BUSINESS DEVELOPMENT | | | | | | | | | | | | | | |
| | | FREEBURG TRANSPORTATION BUSINESS DEVELOP | | | | | | | | | | | | | | |
| | | 3.00 | | | | | | | | 3.50 | | | | | | 0.50 |
| | | 07/02 ITEP Meeting at Lebanon Township | | | | | | | | | | | | | | |
| | | 07/09 ITEP Letters of Support, Resolution, Coordination | | | | | | | | | | | | | | |
| | | Client: 5947 - CITY OF MT. VERNON | | | | | | | | | | | | | | |
| 41512 | Task 030 | | | 0.50 | | | | | | 3.00 | | | | | | |
| | | 07/03 Revisions | | | | | | | | | | | | | | |

Rhutasel and Associates, Inc.
Timesheet for the period ending 7/31/13

Employee 086 ANTHONY SCHENK

Signed _____
Approved _____

Posted

| Profit Center: | FR:TR | Total | Tue 07/16 | Wed 07/17 | Thu 07/18 | Fri 07/19 | Sat 07/20 | Sun 07/21 | Mon 07/22 | Tue 07/23 | Wed 07/24 | Thu 07/25 | Fri 07/26 | Sat 07/27 | Sun 07/28 | Mon 07/29 | Tue 07/30 | Wed 07/31 |
|---|----------|------------|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 2 | Task FTR | Reg. 11.00 | 1.00 | 0.50 | 1.00 | 0.50 | | 0.50 | 1.00 | 1.00 | 1.50 | 0.50 | 2.00 | | | 0.50 | 1.00 | 1.00 |
| GENERAL & ADMINISTRATIVE LABOR | | | | | | | | | | | | | | | | | | |
| FREEBURG TRANSPORTATION GEN & ADMIN LABR | | | | | | | | | | | | | | | | | | |
| 61115 Reg. | | | 07/16 Time Sheet, ect. 07/23 Plotter Issues | | | | | | | | | | | | | | | |
| 40508 | Task 410 | Reg. 22.00 | 7.00 | 3.50 | 3.50 | 4.50 | | 0.50 | 2.00 | | | | | | | | | 1.00 |
| O'FALLON - VENITA DR BRIDGE / CSXT RR | | | | | | | | | | | | | | | | | | |
| ROAD PLANS - SUPPLEMENTAL | | | | | | | | | | | | | | | | | | |
| 21515 Reg. | | | Client: 6595 - O'FALLON, CITY OF | | | | | | | | | | | | | | | |
| 07/16 Venita Revisions | | | | | | | | | | | | | | | | | | |
| 07/17 Revisions and Printing | | | | | | | | | | | | | | | | | | |
| 07/18 Reprinting and Revisions | | | | | | | | | | | | | | | | | | |
| 07/19 Additional Comments/Reprinting | | | | | | | | | | | | | | | | | | |
| 07/23 IDOT Comments | | | | | | | | | | | | | | | | | | |
| 07/31 Venita 404 Permit enclosures and Coordination | | | | | | | | | | | | | | | | | | |
| 42008 | Task 401 | Reg. 7.50 | 4.00 | 3.50 | | | | | | | | | | | | | | |
| O'FALLON - MILBURN SCHOOL ROAD PHASE 2 | | | | | | | | | | | | | | | | | | |
| PROJECT REPORTS, STUDIES, PERMITS | | | | | | | | | | | | | | | | | | |
| 08515 Reg. | | | Client: 6595 - O'FALLON, CITY OF | | | | | | | | | | | | | | | |
| 40112 | Task 402 | Reg. 21.50 | | | | 3.00 | | | | | | 3.50 | 5.00 | | | | 5.00 | 5.00 |
| O'FALLON - MILBURN SCHOOL RD - PH 3&4 | | | | | | | | | | | | | | | | | | |
| PRE-FINAL ROAD PLANS | | | | | | | | | | | | | | | | | | |
| 15015 Reg. | | | Client: 5370 - LEBANON, CITY OF | | | | | | | | | | | | | | | |
| 07/19 Storm Sewer Analysis and Profiles | | | | | | | | | | | | | | | | | | |
| 07/26 Storm Profiles and Analysis | | | | | | | | | | | | | | | | | | |
| 07/31 Analysis and Profiles | | | | | | | | | | | | | | | | | | |
| 42009 | Task 402 | Reg. 2.00 | | | | | | 2.00 | | | | | | | | | | |
| LEBANON - ALTON STREET IMPROVEMENT | | | | | | | | | | | | | | | | | | |
| PRELIMINARY ROAD PLANS | | | | | | | | | | | | | | | | | | |
| 16515 Reg. | | | Client: 5370 - LEBANON, CITY OF | | | | | | | | | | | | | | | |
| 07/22 Meeting Minutes | | | | | | | | | | | | | | | | | | |
| 10 | Task FTR | Reg. 10.00 | | | | | | | 0.50 | 3.50 | 2.50 | 2.00 | 1.00 | | | 0.50 | | |
| BUSINESS DEVELOPMENT | | | | | | | | | | | | | | | | | | |
| FREEBURG TRANSPORTATION BUSINESS DEVELOP | | | | | | | | | | | | | | | | | | |
| 17515 Reg. | | | Client: 5370 - LEBANON, CITY OF | | | | | | | | | | | | | | | |
| 07/22 Lebanon | | | | | | | | | | | | | | | | | | |
| 07/23 ITEP | | | | | | | | | | | | | | | | | | |
| 07/24 ITEP | | | | | | | | | | | | | | | | | | |
| 07/25 ITEP | | | | | | | | | | | | | | | | | | |
| 42009 | Task 401 | Reg. 7.00 | | | | | | 4.00 | | | | 1.00 | | | | 2.00 | | |
| LEBANON - ALTON STREET IMPROVEMENT | | | | | | | | | | | | | | | | | | |
| PROJ. REPORT, STUDIES, PERMIT | | | | | | | | | | | | | | | | | | |
| 08515 Reg. | | | Client: 3280 - FREEBURG, VILLAGE OF | | | | | | | | | | | | | | | |
| 07/22 Revisions | | | | | | | | | | | | | | | | | | |
| 41712 | Task 401 | Reg. 2.50 | | | | | | | 0.50 | 1.00 | | | | | | | | 1.00 |
| FREEBURG - SAFE ROUTE TO SCHOOLS | | | | | | | | | | | | | | | | | | |
| ENVIRONMENTAL COORDINATION | | | | | | | | | | | | | | | | | | |
| 08515 Reg. | | | Client: 3280 - FREEBURG, VILLAGE OF | | | | | | | | | | | | | | | |
| 07/22 Revisions | | | | | | | | | | | | | | | | | | |

Employee 086 ANTHONY SCHENK

Posted

Signed _____
 Approved _____

| Profit Center: | FR:TR | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed |
|----------------|--|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | 07/16 | 07/17 | 07/18 | 07/19 | 07/20 | 07/21 | 07/22 | 07/23 | 07/24 | 07/25 | 07/26 | 07/27 | 07/28 | 07/29 | 07/30 | 07/31 |
| 10 | BUSINESS DEVELOPMENT | | | | | | | | | | | | | | | | |
| | FREEBURG TRANSPORTATION BUSINESS DEVELOP | | | | | | | | | | | | | | | | |
| | 16515 Reg. | | | | | | | 0.50 | 4.00 | 0.50 | | | | | | | |
| | | 07/23 Shady Lane Coordination w/Tracy 07/24 Shady Lane Field Meeting and Notes 07/25 Shady Lane Coordination w/Tracy | | | | | | | | | | | | | | | |
| 40813 | O'FALLON - WASHINGTON ST. REVISIONS | | | | | | | | | | | | | | | | |
| | ENGINEERING | | | | | | | | | | | | | | | | |
| | 16515 Reg. | | | | | | | | | 0.50 | | | | | | | |
| 41712 | FREEBURG - SAFE ROUTE TO SCHOOLS | | | | | | | | | | | | | | | | |
| | PRELIMINARY ROAD PLANS | | | | | | | | | | | | | | | | |
| | 15015 Reg. | | | | | | | | | | | | | | 4.00 | | |
| | | 07/29 X-section revisions, estimates and coordination | | | | | | | | | | | | | | | |
| 10 | BUSINESS DEVELOPMENT | | | | | | | | | | | | | | | | |
| | FREEBURG TRANSPORTATION BUSINESS DEVELOP | | | | | | | | | | | | | | | | |
| | 63215 Reg. | | | | | | | | | | | | | | | 2.00 | 1.00 |
| | | 07/30 Hydraulflow 07/31 Hydraulflow | | | | | | | | | | | | | | | |
| Totals | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 8.00 | 8.00 | 8.00 |

PRINTING & COPIES

| DATE | PROJECT | JOB # | PHASE | DEPT. | TYPE | SIZE | QUANTITY | CHARGEABLE (Y or N) | INITIALS |
|---------|------------------------------|-------|-------|-------|---------|------------|----------|---------------------|----------|
| 4-24-13 | Wash. Co. Hwy 13 | 40611 | 403 | FTR | Copy | 8 1/2 x 11 | 680 | Y | KAW |
| 4-26-13 | 2013 ELEV. CORRECT. - BOWEN | 30113 | | FSA | COLOR | 8 1/2 x 11 | 6 | Y | GEA |
| 5-1-13 | St. Clair Co. | 40213 | 461 | FTR | Copy | 8 1/2 x 11 | 147 | Y | KAW |
| 5-1-13 | " | " | " | " | Color " | 8 1/2 x 11 | 56 | Y | KAW |
| 5-2-13 | Wash. Cty. - Hwy 13 | 40611 | 403 | FTR | Copy | 11 x 17 | 37 | Y | MFL |
| 5-3-13 | St. Clair Co. - Baldwin Road | 41710 | 403 | FTR | " | " | 47 | Y | AAS |
| 5-8-13 | Marissa Sewer Imp. | 20412 | 030 | FEN | Copy | 8 1/2 x 11 | 459 | Y | KAW |
| 5-8-13 | Marissa Sewer Rehab | 20412 | 030 | FEN | " | " | 549 | Y | KAW |
| 5-16-13 | Aiken Street | 42009 | 401 | FTR | " | 11 x 17 | 66 | Y | AAS |
| 5-21-13 | O'Fallon Bike Trail | 41311 | 402 | FTR | Copy | 8 1/2 x 11 | 548 | Y | KAW |
| 5-21-13 | Wash. Cty Hwy 13 | 40611 | 403 | HTR | Copy | 11 x 17 | 74 | Y | MAL |
| 5-24-13 | Salem Streets | 41212 | 030 | FTR | Copy | 8 1/2 x 11 | 938 | Y | KAW |
| 5-24-13 | " | " | " | " | " | 11 x 17 | 96 | Y | KAW |
| 6-19-13 | FCC | 2006 | - | - | Copy | 8 1/2 x 11 | 13 | Y | KAW |
| 7-2-13 | Freeburg SRTS | 41712 | 401 | FTR | " | " | 52 | Y | KAW |
| " | " | " | " | " | Copy | 11 x 17 | 16 | Y | KAW |
| " | " | " | " | " | Color " | 8 1/2 x 11 | 16 | Y | KAW |
| 7-9-13 | NA Johnson St. | 20613 | 100 | FEN | Copy | 8 1/2 x 11 | 824 | Y | KAW |
| 7-12-13 | " | " | " | " | " | " | 309 | Y | KAW |
| 7-19-13 | O'Fallon - Venita | 41706 | 404 | FTR | Copy | 8 1/2 x 11 | 1025 | Y | KAW |
| 7-22-13 | NA Johnson St. | 20613 | 100 | FEN | " | " | 206 | Y | KAW |
| 7-23-13 | " | " | " | " | " | " | 103 | Y | KAW |
| 7-24-13 | " | " | " | " | " | " | 103 | Y | KAW |
| 7-25-13 | Freeburg WW | 20513 | 200 | FEN | Copy | " | 1015 | Y | KAW |
| 7-26-13 | St. Clair Co. Englemann | 40613 | 401 | FTR | " | " | 1408 | Y | KAW |
| 8-1-13 | FCC Minutes | 2506 | - | - | Copy | 8 1/2 x 11 | 30 | Y | KAW |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

TOP

TOP

TOP

TOP

TOP

Invoice

Thouvenot, Wade, & Moerchen Inc.
Exceptional Service.
Nothing Less.



Tony Funderburg
 Village of Freeburg
 14 Southgate Center
 Freeburg, IL 62243

June 27, 2013
 Project No: T25100115A
 Invoice No: 49828

Project T25100115A Freeburg - Safe Routes To School Grant

Consulting Services from May 03, 2013 to June 21, 2013

Professional Personnel

| | Hours | Amount |
|------------------------------|---------------------------|-------------------|
| | 2.00 | |
| Project Engineer IV | .75 | |
| Project Engineer I | 25.00 | |
| Project Manager I | 2.00 | |
| Structural Engr III | 2.00 | |
| Survey Crew/2 Man w/Robotics | 5.50 | |
| Instrument/Rod Man | 5.50 | |
| Technician II | .25 | |
| Mgr Constr Engr Serv | 9.00 | |
| Sr Transportation Designer | 1.00 | |
| Word Processing | .50 | |
| Junior Technician | 26.50 | |
| Totals | 80.00 | |
| Total Labor | | 4,820.11 |
| | Total this Invoice | \$4,820.11 |

Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226
 Customer agrees to pay service charge of 1 1/2% (18% annual) against accounts more than 30 days past due.
 Please return a copy of this invoice with payment.

Telephone 618.624.4488

Fax 618.624.6688

Invoice

Thouvenot, Wade, & Moerchen Inc.
Exceptional Service.
Nothing Less.

**RECEIVED**

AUG 01 2013

Tony Funderburg
 Village of Freeburg
 14 Southgate Center
 Freeburg, IL 62243

July 30, 2013
 Project No: T25100115A
 Invoice No: 49960

Project T25100115A Freeburg - Safe Routes To School Grant

For professional services rendered including:

- 800' sidewalk installation, grading, island work at intersection
- IDOT paperwork including quantity measurements, daily and weekly reports, authorizations and material certifications

Consulting Services from June 22, 2013 to July 20, 2013

Professional Personnel

| | Hours | | Amount |
|----------------------------|--------------------|---------------------------|--------------------|
| Project Engineer IV | 1.25 | | |
| Project Engineer I | 38.50 | | |
| Project Manager I | 2.00 | | |
| Structural Engr III | 2.00 | | |
| Survey Crew/2 Man | 5.50 | | |
| Surveyor II | 12.50 | | |
| Technician V | 2.00 | | |
| Technician IV | 34.25 | | |
| Technician III | 7.00 | | |
| Technician II | 1.00 | | |
| Mgr Constr Engr Serv | 30.00 | | |
| Sr Transportation Designer | 1.00 | | |
| CAD Manager | .75 | | |
| CAD Designer II | 2.00 | | |
| Word Processing | .50 | | |
| Junior Technician | 92.00 | | |
| Totals | 232.25 | | |
| | 2.622 times | 4,931.61 | 12,930.68 |
| | 1.145 times | 12,930.68 | 14,805.63 |
| Total Labor | | | 14,805.63 |
| | | Total this Invoice | \$14,805.63 |

Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226
 Customer agrees to pay service charge of 1 1/2% (18% annual) against accounts more than 30 days past due.
 Please return a copy of this invoice with payment.

Telephone 618.624.4488

Fax 618.624.6688

Invoice

**Thouvenot, Wade, & Moerchen Inc.
 Exceptional Service.
 Nothing Less.**



RECEIVED

AUG 01 2013

Tony Funderburg
 Village of Freeburg
 14 Southgate Center
 Freeburg, IL 62243

July 30, 2013
 Project No: T25100115B
 Invoice No: 49961

Project T25100115B Freeburg-Safe Routes To School-Drainage Analysis

For Professional services rendered including topo, design, and coordination of additional box culvert at station 13+50.

Consulting Services from June 20, 2013 to July 19, 2013

Professional Personnel

| | Hours | Rate | Amount | |
|----------------------|--------------|---------------------------|---------------|-------------------|
| Project Engineer I | 18.25 | 95.00 | 1,733.75 | |
| Project Manager I | 2.50 | 84.00 | 210.00 | |
| Surveyor III | 4.00 | 103.00 | 412.00 | |
| Mgr Constr Engr Serv | 8.00 | 103.00 | 824.00 | |
| CAD Manager | 1.00 | 85.00 | 85.00 | |
| Junior Technician | 2.50 | 35.00 | 87.50 | |
| Totals | 36.25 | | 3,352.25 | |
| Total Labor | | | | 3,352.25 |
| | | Total this Invoice | | \$3,352.25 |

Please Remit Payment to: Thouvenot, Wade, and Moerchen Inc.- 4940 Old Collinsville Road - Swansea IL 62226
 Customer agrees to pay service charge of 1 1/2% (18% annual) against accounts more than 30 days past due.
 Please return a copy of this invoice with payment.

Telephone 618.624.4488

Fax 618.624.6688

Merged Branch #155

NATIONAL ASSOCIATION OF LETTER CARRIERS - AFL-CIO

P.O. BOX 39

BELLEVILLE, IL 62222-0039



The National Association of Letter Carriers are planning an MDA fundraiser "Satchel Drive" nationwide in September. This would be similar to the firefighters "Fill the Boot" campaign- to stand on the street and collect donations.

I would like to ask permission for our members from Freeburg to participate once again in their hometown. I am requesting the date of Sunday September 15 from the hours of 10 a.m.- 1 p.m. Please let me know if this date is not available.

The local MDA office is actively supporting this event by providing our members with vests, signs and also by providing an insurance policy protecting them.

Thank you for your consideration. I can be contacted with any questions or your response at the above address, by phone at 618-920-1512 or by email at Bbadge593@sbcglobal.net. The MDA office contact information is Lauren Green phone (314) 962-0023 or email lgreen@mdausa.org.

Sincerely

Beverly Badgett
Branch 155 MDA coordinator

RECEIVED

AUG 06 2013



13 August 2013

Chief Stanley Donald
Freeburg Police Department
14 Southgate
Freeburg, IL 62243

Dear Chief Donald

As this is your first year as the Chief of Police for the Village of Freeburg, I write each year requesting certain things for the annual St. Joseph Parish Picnic. Our parish picnic will be held September 6 & 7 on the parish grounds located at 6 N. Alton Street. Everything will be occurring as it has in years past.

Therefore, I am requesting –

- Permission to block off North Alton Street running in front of the Parish Center and the Church (between White Street and St. Clair Street) from 8:00am September 6th until 12noon September 8th.
- Permission to block off the alley just west of Alton Street running behind the Church and Rectory (between White Street and St. Clair Street) from 8am September 6th until 12noon September 8th.
- A patrol officer, if available, to escort a picnic worker to Citizen's Bank on Friday and Saturday at the end of the night for the night deposit.

I hope these requests meet with your approval and that of the Village Administration. Should you have any questions or concerns, please let me know.

Respectfully yours,

Rev. Mark D. Reyling
Pastor

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruettt
Elizabeth Niebruegge

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 J
VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

MEMORANDUM

Date: August 22, 2013

To: The Honorable Seth Speiser
Village Trustees

From: Gary Henning
Zoning Administrator

Re: Plan Commission Hearing 8/22/13

The Plan Commission met on Thursday, August 22, 2013, to consider a request from Leon Furtak to amend the Zoning Code to rezone the property at 113 E. Apple Street from SR-1 to MR-1.

Please be advised after Leon Furtak presented his case, Chairperson Woodward asked if he was applying to rezone the property MR-1 or Mr-2. Leon advised the committee, he is requesting MR-2. The hearing was noticed to rezone the property MR-1. Chairperson Woodward advised Leon the hearing will have to be noticed with the correct zoning classification. The committee agreed to postpone the hearing and scheduled the MR-2 hearing on 9/12/13 at 6:00 p.m.

If you have any questions, please feel free to contact me.

/jp

ORDINANCE NO. 1472

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND CHARTER COMMUNICATIONS ENTERTAINMENT I

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an Agreement with Charter Communications Entertainment I as described in the attached Local Agency Agreement for Federal Participation, and

WHEREAS, the Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11, grants municipalities authority to license, franchise and tax cable operators;

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Agreement attached hereto and made apart hereof.

NOW THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, as follows:

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

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into the Agreement attached hereto and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 3RD DAY OF SEPTEMBER, 2013.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Approved this 3rd day of September, 2013.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

FRANCHISE AGREEMENT

This Franchise Agreement (“ Franchise”) is between the Village of Freeburg, Illinois, hereinafter referred to as the “Grantor” and Charter Communications Entertainment I, LLC locally known as Charter Communications, hereinafter referred to as the “Grantee.”

“WHEREAS the Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.”

“WHEREAS the parties have determined that any previously adopted Cable Regulatory Code is no longer applicable to this renewed franchise.”

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and the FCC user fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.

g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.
5. **Use of the Streets and Dedicated Easements.**
 - a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
 - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.
- e. All construction, installation, restoration and maintenance work shall be subject to pertinent ordinances, regulations or policies of the Grantor applicable to all occupants of its right-of-way.

6. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

7. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least forty (40) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.
- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation

c. Grantee shall provide Basic Cable Service and one free outlet to each of the following public facilities located within two hundred (200) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: Village Hall, Fire Department, Police Department and public schools. No monthly service fee shall be charged for such outlet. Grantee shall provide Basic Cable Service to new construction hereafter for similar public facilities; provided they are within two hundred (200) feet of the existing service lines of Grantee.

8. **Consumer Protection.** Grantee shall comply with the customer service and privacy protection provisions pursuant to 220 ILCS 5/22-501 (Article XXII of the Illinois Public Utilities Act).

9. **Insurance/Indemnity.**

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

| | |
|--|--|
| Workers' Compensation | Statutory Limits |
| Commercial General Liability | [\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate |
| Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability | [\$1,000,000] per occurrence C.S.L. |
| Umbrella Liability | [\$1,000,000] per occurrence C.S.L. |

b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

10. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

11. Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

12. Confidentiality. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it

shall deny access to any of Grantee's books and records marked confidential to any person.

13. Notices, Miscellaneous.

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Mayor
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Attention: Vice President/GM
Charter Communications
941 Charter Commons Drive
Town & Country, MO 63107

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Vice President of Government Affairs

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. Franchise Fee.

- a. Grantee shall pay to the Grantor, on a quarterly basis, an amount equal to three percent (3%) of the Grantee's Gross Revenues.

- b. The Payment of franchise fees by the Grantee shall be made on a quarterly basis and shall be due no later than forty-five (45) days after the close of each calander quarter. Each payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation.
 - c. The Grantor and Grantee shall comply with the auditing provisions established pursuant to 65 ILCS 5/11-42-11.05.
16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, _____ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.
17. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.
18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties

Considered and approved this ___ day of _____, 2013

Village of Freeburg

Signature: _____

Name/Title _____

Accepted this ___ day of ____, 2013, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC d/b/a Charter Communication

Signature: _____

Name/Title: _____

Date: _____

ORDINANCE NO. 1473**AN ORDINANCE AUTHORIZING
THE VILLAGE OF FREEBURG
TO BORROW FUNDS FROM THE
WATER POLLUTION CONTROL LOAN PROGRAM**

WHEREAS, the Village of Freeburg, St. Clair County, Illinois (the Village) operates its water pollution control system (the System) in accordance with the provisions of 65 ILCS 5/11-141 of the Illinois Municipal Code and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”) and

WHEREAS, the President and Board of Trustees of the Village (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interest of public health, safety and welfare to improve the system, including the following:

Extend a trunk sanitary sewer service to the North, construct a relief sewer to the new trunk sewer to relieve sewer overloading in a portion of the existing sewer system, and extend the sewer North to serve two existing businesses.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”) all in accordance with the plans and specifications prepared by consulting engineers of the Village; which Project has a useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is One Million Two Hundred Thousand Dollars (\$1,200,000.00) and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of One Million Two Hundred Thousand (\$1,200,000.00) to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement including certain terms and conditions between the Village and the Illinois Environmental Protection Agency.

NOW, THEREFORE, be it ordained by the Corporate Authorities of the Village of Freeburg, St. Clair County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES.

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS.

It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications as described; that the System continues to be operated in accordance with the provisions of the Act, and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00).

SECTION 3. PUBLICATION.

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A) shall be published once within ten (10) days after passage hereof by the corporate authorities in **THE FREEBURG TRIBUNE**, a newspaper published and of general circulation in the Village, and if no petition, signed by Electors numbering 10% or more of the registered voters in the Village (303) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village, is filed with the Village Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES.

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period then, then the corporate authorities may adopt additional Ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional Ordinances or proceedings shall in all instances become effective in accordance with the Act and other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for a substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other Ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF VILLAGE.

Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN.

The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT.

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement, as well as all special conditions contained therein, and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

**SECTION 8. AUTHORIZATION OF VILLAGE PRESIDENT
TO EXECUTE THE LOAN AGREEMENT.**

The Village President is hereby authorized and directed to execute the loan agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER.

All Ordinances, Resolutions, or Orders, or parts thereof, which conflict with the provisions of this Ordinance are to the extent of such conflict, hereby repealed.

Passed by the Board of Trustees of the Village of Freeburg on the 3rd day of September, 2013, and deposited and filed in the office of the Clerk of said Village on that date.

Trustees: 6

Trustees Present:

Trustees Voting Aye:

Trustees Voting Nay:

Clerk of the Village of Freeburg

Approved by the Village of Freeburg on this 3rd day of September, 2013.

Village President
Village of Freeburg

NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION

NOTICE IS HEREBY GIVEN that pursuant to Ordinance Number 1473, adopted on September 3, 20¹³, the Village of Freeburg, St. Clair County, Illinois, intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$1,200,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvements to the sewerage system of the Village. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 303 or more electors of the Village (being equal to 10% of the registered voters in the Village), requesting that the question of improving the sewerage system and entering into the Loan Agreement is submitted to the Village Clerk within 30 days after the publication of this Notice, the question of improving the sewerage system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law on March 18, 2014. A petition form is available from the office of the Village Clerk.

Village Clerk

Village of Freeburg, St. Clair County, Illinois

CERTIFICATION

I, _____ do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Freeburg. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE VILLAGE OF FREEBURG TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM, passed by the Board of Trustees of the Village of Freeburg on the ____ day of _____, 20__, and approved by the President of the Village of Freeburg on the same said date, the original of which is part of the books and records within my control as Clerk of the Village of Freeburg.

Dated this ____ day of _____, 20__.

ORDINANCE NO. 1474

AN ORDINANCE AMENDING TITLE VII, CHAPTER 73 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 1. TITLE VII, CHAPTER 73, SCHEDULE II, LIMITED PARKING, is
hereby amended to **include**:

Sign: NO PARKING BETWEEN SIGNS from 6:00 AM to 6:00 PM Monday through
Friday.

| <u>Street – Side</u> | <u>Location</u> |
|----------------------------|--|
| West High St. – North Side | Sign 1: 15 feet West of S. Alton St. Sign 2: 51 feet West of S. Alton St. |

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

_____ DAY OF _____, 2013.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2013

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

ORDINANCE NO. 1475

AN ORDINANCE AMENDING TITLE VII, CHAPTER 73 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 1. TITLE VII, CHAPTER 73, SCHEDULE II, LIMITED PARKING, is
hereby amended to **include**:

Sign: NO PARKING 7 AM- 4 PM SCHOOL DAYS

| <u>Street – Side</u> | <u>Location</u> |
|--------------------------------|--|
| South Richland St. – East Side | Sign 1: 15 feet South of W. Apple St. Sign 2: 15 feet North of W. Emily St. |

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

_____ DAY OF _____, 2013.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2013

Seth 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
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Matchett/Blaies)
Wednesday, August 21, 2013 at 5:30 p.m.

Exhibit O
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The Public Works Committee Meeting was called to order at 5:32 p.m. on Wednesday, August 21, 2013, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett, Trustee Mike Blaies, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard (6:15 p.m.), Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Dave Self and Tony Miller.

Trustee Ray Matchett motioned to amend the agenda in order to hear Public Participation first and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Tony Miller was present as a representative of Freeburg Township. He requested that the committee reconsider their decision to charge Freeburg Township the \$60 water deposit at the new location on Peabody Road. Administrator Funderburg reminded the committee that Jane verified we charged all other Freeburg taxing bodies deposits. Tony Miller believes this is a different situation because the Village works hand in hand with the township and would like to continue that good working relationship.

Dave Self was present to discuss the drainage problem he has in Deerfield. He stated it began when Route 15 was reworked. He said the ditch between Jerry's Auto and Dori Marine is clogged and needs to be cleaned out. He contacted IDOT and was told it was not their responsibility. Tony said he already has IDOT coming out on another issue and will have him look at this problem area too. John said we have several areas like this throughout town. We would need a temporary easement from the private property owners in order to get in and rework the ditch.

A. OLD BUSINESS:

1. Approval of July 17, 2013 minutes: *Trustee Mike Blaies motioned to approve the July 17, 2013 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*
2. Sewer Project: Administrator Funderburg advised he and Mayor Spesier met with Fred and Dale Helms. They were happy to see that we will establish an escrow account for the sewer line to their property. Seth stated we would take money out of reserves each year to fund that escrow account. We also need to establish the number of homes that constitutes a subdivision and there would need to be an approved final plat for Helms' subdivision before we would move forward with that portion of the project. The goal is to have a decision made so we can get the work

Water/Sewer Committee Meeting
Wednesday, August 21, 2013
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started by November. We are waiting on Helms to get back to us. In any event, we still need to get sewer to Parrish's house. John said we held off on a sewer increase because we knew there would be a big one if a new sewer plant was built.

3. Sewer problem areas: John explained we have a resident discharging his sewer into the ditch in front of his home on Main Street. IDOT called the Health Dept., because it was not discharging cleanly into the ditch and the aeration system is not being maintained. The Health Dept., has given him 30 days to fix the problem. John said this will hold up the Safe Routes to School project. He said a possible solution would be to run a gravity line from that home across the highway to the manhole by AnRus. He asked the committee's opinion on whether or not the Village should share in the costs of this project. He thinks it will cost around \$6,000 for everything. We could waive the tap on fee for the resident as well as perform the work to get the line in. The resident would be responsible for getting rid of the old system.
4. Water main extension along Rentchler Road: Tony said the Rentchler Road residents need to get together, figure everything out and then they will get back to us. Tony said it is not feasible for us to annex Covered Bridge residents.
5. Budget billing: Julie said the budget billing article will be in next week's edition of the Tribune. The information was put on the bills that were mailed out this week and is also on the website. Item can be taken off the agenda.
6. Narrowbanding Requirements: John will discuss with FSH tomorrow night.
7. Fire Department Hydrant Payment: John is currently flushing hydrants. Item can be taken off the agenda.
8. Resident Sewer Backup: Julie submitted Dean Gauch's sewer backup claim to the insurance company and they are going to reimburse the claim because of the large root ball that was in the line. John met with Tim Miller who had \$5000 of his claim paid by his insurance company. He has almost another \$5000 in personal property damage and also replacement of appliances. She will submit that claim to the insurance company.
9. Water/Sewer Rate Increases: John will see what happens at the FSH meeting.

B. NEW BUSINESS:

1. Resident request for second pool credit: Tony said this goes along with the deduct meter under item #3. We had a resident request a second pool credit because they had to have their pool refilled after a repair. He said he doesn't see an issue with granting the second pool credit since the water didn't go through the sewer. Tony would like to offer the residents the opportunity to get a credit when a resident fills their pool or waters their lawn. They can purchase a deduct meter from Ace and we will come out once a year for \$5 and read the meter. They would be charged according to that reading. This would eliminate the resident having to call in and request a credit when they fill their pool. Julie asked if we are going to make

the deduct meter a requirement. What happens if a hydrant is used to fill a pool? John will work with Jane to come up with a procedure on this.

2. IEPA Compliance Commitment Agreement: John said he was late on submitting his monthly discharge monitoring reports. They are all submitted and he will get them filed on a timely basis. Item can be taken off the agenda.
3. Deduct meter: See #1 above.
4. Sewer Project Ordinance to Borrow Funds: This ordinance is required in order to get the additional \$1,200,000 in funding to take the sewer north to the Parrish house on Route 15.

Trustee Raymond Matchett motioned to recommend to the full Board the Ordinance Authorizing the Village of Freeburg to Borrow Funds from the Water Pollution Control Loan Program be approved and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: See above.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn at 6:36 p.m. and Trustee Ray Matchett 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.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, August 21, 2013 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:37 p.m. on Wednesday, August 21, 2013, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Trustee Mike Blaies, Mayor Seth Speiser, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

POOL: A. OLD BUSINESS:

1. Pool: John met with Davinroy and they agreed to two final issues on the pool that Davinroy needs to take care of. Davinroy will pay for the splash pool floor and part of the caulking. John said the manufacturer's representative is coming out on the caulk issue. Even though we have a final pay request from Davinroy, the committee felt it was necessary to hold \$10,000 because of the remaining repairs that need to be completed. Tony will advise Doug from EWR of this.

Trustee Dean Pruett motioned to recommend to the full Board we pay Davinroy Mechanical Contractors \$46,276.22 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

Chairperson Niebruegge said we are going to set up an end of season wrap up meeting with Scott to review how the season went. John said we have the shade structures and will remove the rock and get the receivers for the structures set in concrete. Tony advised we received the grant for the bicycle rack and asked for the public works' employees to pick it up. It needs to be installed by the end of September.

2. Caregiver pass: We can discuss this as the wrap up meeting.

B. NEW BUSINESS:

1. Contractor's Final Pay Request: See above.

Elizabeth said we also talked about an end of the season party for the pool open to the public. We would have to have lifeguards on duty. We will also discuss this in the wrap-up meeting with Scott.

STREETS: A. OLD BUSINESS:

1. Approval of July 17, 2013 minutes: *Trustee Steve Smith motioned to approve the July 17, 2013 minutes with correction and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*
2. Safe Routes to School: Public Works Director John Tolan said the Main Street project is going well and the sidewalks are almost in. We met with Rhutasel on the SFTS project in front of Village Hall and it looks like it's going to be a really nice project. That will provide sidewalks from Adele to Motomart. We have pay requests from each SRTS project to submit for payment.

Trustee Steve Smith motioned to recommend to the full Board we pay Rhutasel & Associates' Invoice #6 in the amount of \$1,429.21 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board we pay TWM's Invoice #49828 in the amount of \$4,820.11 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board we pay TWM's Invoice #49960 in the amount of \$14,805.63 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board we pay TWM's Invoice #49828 in the amount of \$3,352.25 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

3. Welcome to Freeburg Sign: Tony needs to put the bid package together and to committee for approval.
4. MFT: John said the streets were oiled today and said we did most of the east side of town. We will concentrate on the west side next year.
5. Drainage Problem Areas: John has nothing new for this. Emily Street can be taken off.
6. Shady Lane Dispute: Tony is waiting on Attorney Manion.
7. Cemetery Road: Tony talked to Jim Fields and stated he is working on this for us. John would like to see the township take over this road and bridge. We will give them the opportunity to do so.
8. Picnic tables at the park: Mike found some steel picnic tables at Garden Ridge for \$129. The committee authorized Tony to purchase 2 tables for the park.
9. Street banners: Julie would like to go ahead and order the banners since it has been discussed for quite some time. There is \$5,000 in the budget for banners and Julie will make sure she stays in budget. She asked John to get her an updated count on the banners.

10. Vehicle inventory: Nothing new.
11. E. Emily Curb Request: Combined with number 5 above.
12. Sidewalk repairs: Nothing new.
13. Resident Request for Drainage Problem on Southgate: Will be combined under #5.
14. Stoplight Concern at Oakbrook Drive/Main St.: Dean said the sign is up and there was an accident today. Item can be taken off the agenda.

Mayor Speiser left the meeting at 7:10 p.m. and Clerk Menard left the meeting at 7:20 p.m.

B. NEW BUSINESS:

1. Stop signs Lone Oak Subdivision/No Parking sign by High school and Lighthouse Learning: The committee was in agreement not to remove any stop signs in the Lone Oak Subdivision. They felt it would be a safety issue if they did so. Elizabeth talked to Gary Henning and the school is fine with the no parking area on S. Richland. Tony said Lighthouse Learning wants a no parking zone in front of their business on Alton. We will find out the hours of operation for Lighthouse Learning.

Trustee Dean Pruett motioned to recommend to the full Board no parking signs be installed on the east side of Richland from Apple Street to West Emily and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

Trustee Dean Pruett motioned to recommend to the full Board no parking during hours of business signs be installed on Alton Street in front of Lighthouse Learning Center and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

2. Sidewalk request: Trustee Niebruegge submitted a request for a sidewalk repair. She will pay for the materials and we will perform the work.
3. National Association of Letter Carriers Request: Julie said this is their yearly request. She will confirm the location with the Letter Carriers' association.

Trustee Dean Pruett motioned to recommend to the full Board we grant the National Association of Letter Carrier's Request to collect donations on September 15, 2013 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

4. St. Joseph Church Request: This is St. Joseph's annual request to close the streets during their picnic.

Trustee Steve Smith motioned to recommend to the full Board we grant St. Joseph Church's request to block off N. Alton Street running in front of the Parish Center and the Church between White Street and St. Clair Street; the alley west of

Alton Street behind the Church and Rectory between White Street and St. Clair Street from 8:00 a.m. on September 6, 2013 through noon on September 8, 2013; for their annual Church Picnic and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

5. Village Hall Roof Replacement: Tony said the roof is in bad shape and needs to be replaced. He will put together a bid packet to go out for bid and the committee agreed. We have \$20,000 in the budget for this repair.

C. **GENERAL CONCERNS:** None.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** Trustee Steve Smith motioned to adjourn the meeting at 7:38 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.



Julie Polson
Office Manager

