

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

May 12, 2014

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

NOTICE
MEETING OF THE PUBLIC PROPERTY COMMITTEE
(Streets/Municipal Center/Pool/Parks & Recreation)
(Niebruegge/Smith/Pruett)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, May 14, 2014 at 6:30 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)1
- B. New Business

- A. Old Business
 - 1. Approval of April 16, 2014 minutes
 - 2. Safe Routes to School
 - 3. MFT/Ditch on N. Main
 - 4. Drainage Problem Areas/Southgate Drive/Huelsman
 - 5. Shady Lane dispute
 - 6. Cemetery Road
- B. New Business
 - 1. Review of Code Book, Chapter 33
- C. General Concerns
- D. Public Participation
- E. Adjourn

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

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, May 14, 2014 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:32 p.m. on Wednesday, May 14, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Matt Trout, Trustee Mike Blaies, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Joe Courtney, David Wiskamp and Janet Baechle.

Trustee Dean Pruett motioned to amend the agenda in order to hear Public Participation first and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

D. PUBLIC PARTICIPATION: Mr. Wiskamp was present to ask the committee if they would allow him to plant either hay or crops on the two 5-acre vacant lots at the Industrial Park. He would donate the proceeds to a local special needs group. He said this would cut down on the cost of maintaining those lots. Tony said the leasing company that is handling the sale of those lots would like the lots to be kept freshly mowed for presentation purposes. The committee would like more time to review Mr. Wiskamp's request. John commented Kaiser's empty lot has hay on it. He also advised the committee we don't normally cut the vacant lots until they are about a foot high. Mayor Speiser liked the idea of being able to donate some money to the local special needs group. Trustee Blaies doesn't want to hurt our chances of selling a lot. Trustee Smith said it's a business park and needs to look like one.

Joe Courtney was present to advise the committee about the residents' concerns of massive sinkholes next to the storm drains on Mary Ann Court and Kristie Lynn. He is well aware the area was undermined. He also wants to bring attention to the cracks that have formed in the streets and movement of the street. John gave Joe his card and stated he wants to meet and review the situation.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(1): Discussed at end of agenda.

B. NEW BUSINESS: Trustee Niebruegge said all the dates for the pool have been set. She will get an advertisement put in the Tribune that highlights the pool and all the events. She and Administrator Funderburg are going out tomorrow to purchase more chairs for the pool. Tony said

we have entered into a 5-year contract with Pepsi. This will lock in our rates on the equipment. They will give us a \$2 per case rebate on the drinks at the end of the year. They will also provide us with banners which we can use to advertise the special events at the pool. The pool should be filled tomorrow morning.

STREETS: A. OLD BUSINESS:

1. Approval of April 16, 2014 Minutes: Trustee Steve Smith motioned to approve the April 16, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
2. Safe Routes to School: Tony advised we have a June letting and should finish the project by the end of the summer.
3. MFT/Ditch on N. Main: Tony advised our MFT request has been approved.
4. Drainage Problem Areas/Southgate Drive/Huelsman: John met with Mrs. Wesselman and will be shooting grades on this.
5. Shady Lane Dispute: Tony said Attorney Manion is almost done with this project. Mayor Speiser asked if the trees had been trimmed and John advised not yet.
6. Cemetery Road: Tony advised Mayor Speiser sent a letter to Mark Kern requesting their assistance. We hope to receive a favorable response.

Several committee members voiced their concerns over the new lawn service company. John has talked to them and has been very specific about our concerns and what needs to be done. They advised they had several equipment breakdowns. If they cannot perform the work, we will have to go with the next bidder on the lawn mowing quotes. John advised we are going to seed and straw the bare areas left over from the Main Street project. He is also going to look ditch and set a culvert for Mrs. Etling.

B. NEW BUSINESS:

1. Review of Code Book, Chapter 33: The committee reviewed this chapter of the proposed code. Julie will get the specific revisions annotated so those can be transmitted to Frank Heiligensten.

Tony presented the Freeburg Jr. Midgets Football request to hold a 4mile run/walk to benefit their program. They held the same event last year and had volunteers from our police force to help manage the safety aspect of the run. Trustee Niebruegge was concerned for the safety of the participants. Julie is going to check with our insurance company to see what our exposure would be.

Trustee Dean Pruett motioned to recommend to the full Board we grant the Freeburg Jr. Midgets' Football's Request to hold a 4 mile run/walk benefit on August 9, 2014. Motion was not seconded and Trustee Dean Pruett rescinded the motion.

Trustee Niebruegge asked for this item to be placed on the Board agenda for Monday, May 19th.

Trustee Smith requested a stop sign be installed at the intersection of Brookstone and Meadow Ridge Drive thereby making this a 3-way intersection. This request will be taken to the Personnel/Police Committee meeting on Wednesday, May 28th.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(1):

**EXECUTIVE SESSION
8:06 P.M.**

Trustee Steve Smith motioned to enter into Executive Session citing personnel 5 ILCS 120/2 - (c)(1) and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED
8:07 P.M.**

Trustee Dean Pruett motioned to end Executive Session at 8:07 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried. Trustee Dean Pruett motioned to reconvene the Streets Committee Meeting at 8:08 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

- C. GENERAL CONCERNS:** None.
- D. PUBLIC PARTICIPATION:** Discussed above.
- E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn the meeting at 8:09 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

Julie Polson
Office Manager

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, April 16, 2014 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:00 p.m. on Wednesday, April 16, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Matt Trout, Trustee Mike Blaies, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Pool Manager Scott Schulz.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(1): Trustee Niebruegge said we are still waiting on the union negotiations to finalize.

Elizabeth has the fliers for the pool parties done and she will get them distributed to Scott and Village Hall.

STREETS: A. OLD BUSINESS:

1. Approval of March 12, 2014 Minutes: Trustee Steve Smith motioned to approve the March 12, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
2. Safe Routes to School: We have a final payment request from TWM on their SRTS project.

Trustee Steve Smith motioned to approve payment of TWM's final Invoice #51165 in the amount of \$371.52 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

We also have a proposed construction agreement from Rhutasel & Associates for the Urbanna Drive Sidewalk Improvements. Tony explained he put \$11,000 in the budget for this work since Dennis was originally going to do it. We will try to get this included in the grant but have made provisions if it does not.

Trustee Dean Pruett motioned to recommend to the full Board we enter into a Construction Engineering Agreement with Rhutasel & Associates for the Urbanna Drive Sidewalk Improvements at a cost not to exceed \$18,501.39 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

3. MFT/Ditch on N. Main: John said the MFT packet is complete and has been sent to IDOT. Once we get it approved, we will go out for bid.
4. Drainage Problem Areas/Southgate Drive/Huelsman: John said we have Hueslman's project in the budget. He has talked to Rhutasel for some surveying of the site. We do have a file from Dennis that contains a lot of information on this.
5. Shady Lane Dispute: Tony said everyone has been contacted. We are in the process of obtaining all of the signatures.
6. Cemetery Road: Tony is going to have Mayor Speiser send Mark Kern a letter on this. We may ask Dale Recker to write a letter as well.
7. Part-time help – Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1):

EXECUTIVE SESSION

6:05 P.M.

Trustee Steve Smith motioned to recommend to enter into Executive Session citing personnel 5 ILCS 120/2 - (c)(1) and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:20 P.M.

The meeting reconvened at 6:21 p.m.

Trustee Steve Smith motioned to recommend to the full Board we hire Wes Munie for the 8-week summer position; Dave Beshears for the part-time seasonal position and Loren Sinn for the part-time year round 2-day per week position and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Lighthouse Learning Center request: We received their annual request to use the Village Park for the graduation ceremonies on Friday, May 16th and the committee agreed with their request.
2. Stop sign request St. Clair/Vine: Mr. LaBrier sent a request to Tony asking for a stop sign at Vine/St. Clair. Trustees Matchett and Pruett agreed one is needed at that location.

Trustee Steve Smith motioned to recommend a 4-way stop sign be installed at the intersection of St. Clair and N. Vine Street and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

C. **GENERAL CONCERNS:** Trustee Blaies asked John if the rocked areas in the pool were cemented? John advised that work will be done when the shade structures are installed. Trustee Smith asked about the pothole by the firehouse, and John said that area will be cut out and filled in with hot patch. Trustee Niebruegge said we received a request today for a "Slow, Children Playing" sign at Draco and Willow. We will take this request to Chief Donald for his review.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** Trustee Dean Pruett motioned to adjourn the meeting at 6:26 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.



Julie Polson
Office Manager

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Freeburg	State Contract XXX	Day Labor	Local Contract	RR Force Account
	Section 12-00024-00-SW	Fund Type SRTS	ITEP and/or SRTS Number 3610		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-98-343-12	SRTS-4009(150)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Urbanna Drive (IL Route 15) Route FAU 9369 Length 0.27 Mi.
 Termini From State Street (IL Route 13) to Adele Street

Current Jurisdiction State of Illinois TIP Number 5666B-12 Existing Structure No n/a

Project Description

Construction of sidewalks, curb & gutter, and other necessary work to complete the project.

Division of Cost

Type of Work	SRTS	%	%	LA	%	Total
Participating Construction	186,000	(*)	()		(BAL)	186,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	11,000	(*)	()		(BAL)	11,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 197,000		\$	\$		\$ 197,000

* 100% SRTS funds NTE \$197,000

NOTE The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA _____)
 METHOD _____ Monthly Payments of _____
 METHOD C--LA's BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Number 2 SRTS Addendum Number 3 Jurisdiction & Maintenance

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Seth Speiser

Name of Official (Print or Type Name)

Village Board President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number
37-6001961 conducting business as a Governmental
Entity.

DUNS 033435272

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

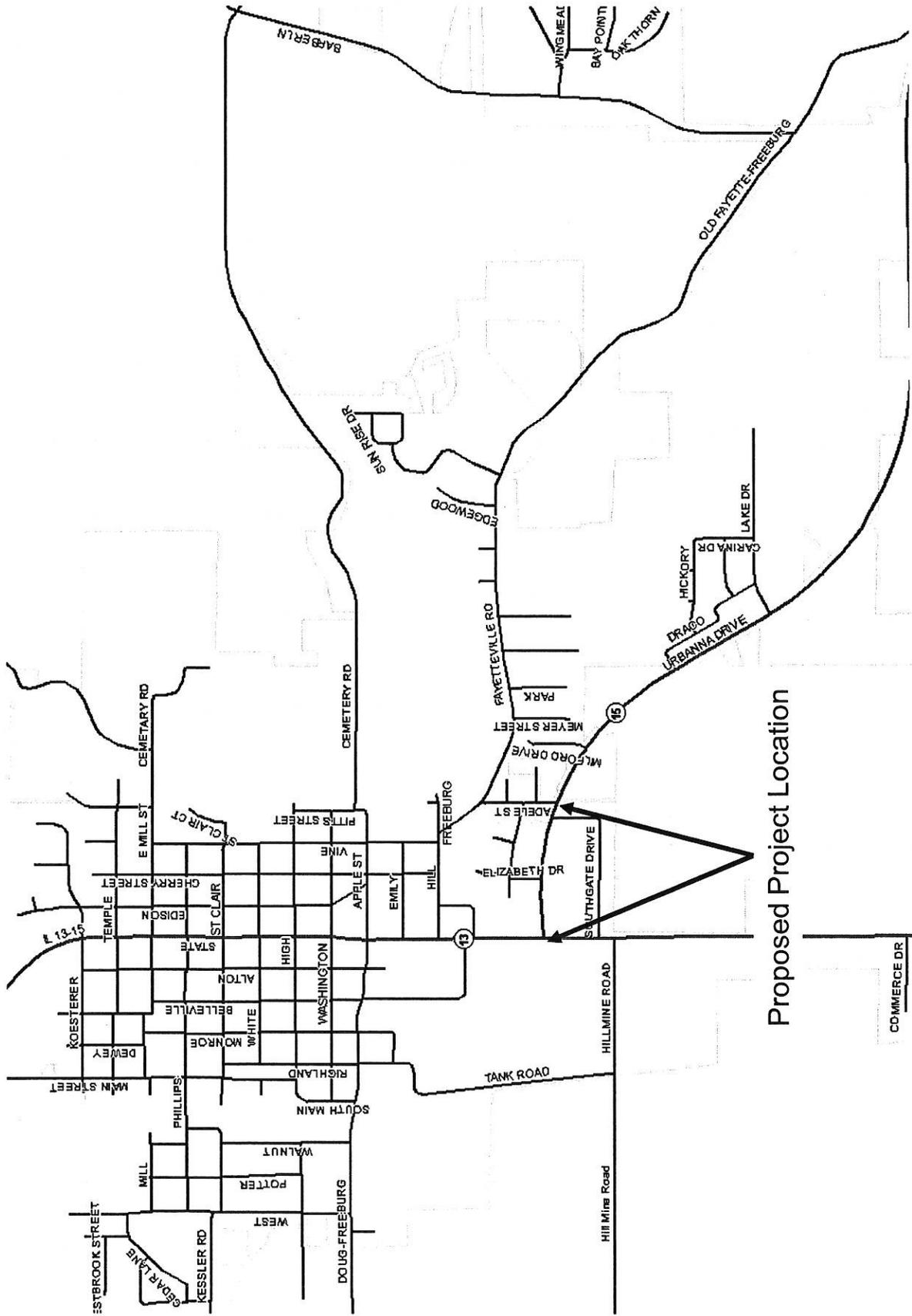
Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a
authorizing said appointed official to execute this agreement is required.required.



Proposed Project Location

Village of Freeburg
 Sec. 12-00024-00-SW
 Addendum 1 - Location Map

Safe Routes to School

Local Agency Joint Agreement Addendum

Addendum # 2

Reporting: The Department requires that quarterly reports be filed for all Safe Routes to School (SRTS) infrastructure projects, regardless of the awarded amount. Quarterly reports shall be filed at the completion of the months of March, June, September, and December. The quarterly report shall specify at a minimum the progress of the project or use and expenditure of the awarded funds. Each report shall be received by the Department no later than 30 days after the end of the quarter for which the report is made, and it shall be filed as instructed by the Department. A failure to file, or late filing of, said reports may result in the delay, suspension, or withholding of future SRTS funds. The reporting template and instructions may be found at the following link:

<http://www.dot.il.gov/saferoutes/SafeRoutesResourcesContent.aspx>

IDOT Quarterly Reporting For Safe Routes to School



Reporting Quarter Ending: Click to enter
Reporting Calendar Year: Click to enter *This Project is equal to or greater than \$25,000.00*

School/School District Name: [Redacted]
Lead Agency: [Redacted]
Section: [Redacted] **State Job #:** [Redacted]
SRTS Number: [Redacted] **Federal Project #:** [Redacted]

Starting Date: [Redacted] **Completion Date:** [Redacted]

Lead Agency Contact: [Redacted]
Email Address: [Redacted]

Award Amount: [Redacted] **Total Invoiced:** [Redacted]
Expenditures: [Redacted]
Balance: [Redacted] **Final Invoice:** Yes No

Project Description: *(from page 1 of Local Agency Agreement)*
[Redacted]

Route/Termini: *(from page 1 of Local Agency Agreement)*
[Redacted]

Work Performed during Quarter:
[Redacted]

Project Schedule Status:
Is your project on schedule:
Yes No
If No, please provide an explanation:
[Redacted]

Work Expected to be performed next Quarter:
[Redacted]

Completed By: _____ **Date:** _____

*Completed reports may be submitted by email to DOT.SafeRoutes@Illinois.gov or mailed to:
Illinois Department of Transportation – Safe Routes to School
2300 S. Dirksen Parkway, Room 323
Springfield, IL 62764*

This Form to be used For Infrastructure Projects Only.

Please Note:

This form must be completed by all SRTS Infrastructure Project Sponsors, regardless of contract amount. Failure to submit complete and accurate Quarterly Reports may jeopardize future SRTS funding opportunities.

Instructions

Reporting Quarter Ending – Use drop-down to indicate ending month for this reporting period

Reporting Calendar Year – Use drop-down to indicate year for this reporting period

This Project is equal to or greater than \$25,000.00 – Check this box if your project total is \$25,000 or more

School/School District Name – Provide name of school or school district benefitting from this project

Lead Agency – Provide name of Lead Agency from page 1 of the Local Agency Agreement

Section – Provide Section Number from page 1 of the Local Agency Agreement

State Job # - Provide Job Number from Page 1 of the Local Agency Agreement

SRTS Number – Provide Fund Type/ITEP Number from page 1 of the Local Agency Agreement, ex. "SRTS/0001"

Federal Project # - Provide Project Number from page 1 of the Local Agency Agreement

Starting Date – Enter the date of execution from page 5 of the Local Agency Agreement (date behind signature of Secretary of Transportation).

Completion Date – Enter date of construction completion

Lead Agency Contact – Enter name of Lead Agency contact person

Email Address – Enter email address of Lead Agency contact person

Award Amount – Enter total amount of funds awarded for this project

Total Invoiced – Enter total amount of expenditures invoiced to date

Expenditures – Enter total amount of expenditures incurred to date

Balance – Enter difference of awarded amount minus expenditures

Final Invoice – Indicate yes or no (has final invoice been submitted?)

Project Description – Provide Project Description from page 1 of the Local Agency Agreement

Route/Termini – Provide Route and/or Termini information from page 1 of the Local Agency Agreement

Work Performed during Quarter – Please provide here a summary description of the work performed during this reporting period (last quarter). If no work was performed, please indicate with explanation.

Project Schedule Status – Indicate status of project schedule and explanation if schedule is not being met. If no schedule has been previously submitted, please indicate projected schedule in the space provided.

Work Expected to be performed next Quarter – Please provide a summary description of the any work anticipated to be performed during the upcoming quarter (next reporting period).

Completed By-Enter name of person completing the form.

Date-Enter date the form is being completed.

If you have any questions about Quarterly Reporting requirements, please contact Roseanne Nance, Safety Services Section Chief, Bureau of Safety Engineering, at 217-558-6112 or by email at DOT.SafeRoutes@illinois.gov

ADDENDUM Number 3
Village Of Freeburg
Section 12-00024-00-SW
Jurisdiction and Maintenance

1. The STATE hereby agrees that upon final field inspection of the improvement and so long as US Route 15 is used as a State Highway that they will maintain or cause to be maintained those items they currently maintain.
2. The VILLAGE hereby agrees to maintain or cause to maintain all appurtenances constructed under this project.

Freeburg Jr. Midgets Football

May 12, 2014

Mayor Seth Speiser
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Dear Mayor Speiser,

My name is Karla Williams and I would like to hold a 4 mile run/walk to benefit the Jr. Midgets football program. We are raising money to finish building the practice field and improve our equipment.

The event will be held on August 9, 2014 from 8:00am - 12:00pm in the park. The race will start at 9:00am at the first entrance to the baseball fields and we will run Cemetery Rd to Barber Ln and down Old Fayetteville Rd and would finish at the park right after the first speed bump.

We would also like to request one police officer to lead the run to ensure safety when running the course.

Sincerely,



Karla Williams
618-698-7718