

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers  
Bob Kaiser  
Michael Heap  
Lisa Meehling

VILLAGE TREASURER  
Bryan A. Vogel

# VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR  
Tony Funderburg

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Michael J. Schutzenhofer

ESDA COORDINATOR  
Eugene Kramer

ZONING ADMINISTRATOR  
Matt Trout

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

June 7, 2019

## NOTICE

### MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Matchett/Albers/Heap/Kaiser)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, June 12, 2019 at 6:00 p.m.**

### PUBLIC PROPERTY COMMITTEE MEETING AGENDA

#### SWIMMING POOL:

- A. Old Business
  - 1. Pool

#### B. New Business

- 1. Ordinance #1683: An Ordinance Authorizing the Village to Enter into and the Mayor To Execute a Memorandum of Understanding with the Freeburg Waves Regarding Concessions at Swim Meets

\*\*\*\*\*

#### A. Old Business

- 1. Approval of May 15, 2019 Minutes
- 2. E. Apple Proposed Repair
- 3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off
- 4. Customer Issues
- 5. MFT/Belleville St. in front of Post Office Repair
- 6. Phone System
- 7. POW-MIA City Designation

#### B. New Business

- 1. Nevois Construction Pay Request #6 in the amount of \$\$49,677.30 and \$43,319.70
- 2. IDOT Letter of Understanding and Resolution Approving Plans and Specifications Relative to Federal Aid Primary (FAP) 103 (IL 13/15) Section (27,25,38,561)RS – (resurfacing IL 13/15 and updating the sidewalk accessibility)
- 3. Reciprocal Agreement on Exchange of Information between the Village of Freeburg And the Illinois Department Revenue Regarding the Simplified Municipal Telecommunications Tax Act

#### 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)].

THE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH

**ORDINANCE NO. 1683**

**AN ORDINANCE OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF FREEBURG, ILLINOIS,  
AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO  
EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE  
FREEBURG WAVES REGARDING CONCESSIONS AT SWIM MEETS**

---

**WHEREAS**, the Village of Freeburg operates a municipal swimming pool;

**WHEREAS**, the Freeburg Waves are an unincorporated association operating a youth swim team which participates in the Midwest Swim Conference;

**WHEREAS**, the Village and Waves find it desirable to reach an agreement as to the food and beverage concessions for meets and events; and

**WHEREAS**, the Board of Trustees has determined that is in the best interest of the Village to execute the Memorandum of Understanding.

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

**SECTION 1.** The Memorandum of Understanding with the Freeburg Waves Regarding concessions as Swim Meets, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**SECTION 2.** The Mayor of the Village of Freeburg, Illinois, is hereby authorized and directed to execute the Memorandum attached hereto and made a part hereof, and the Village clerk is hereby authorized and directed to attest the same.

**SECTION 3.** The Village Board hereby authorizes disbursement of all payments as provided in the Memorandum (\$200 per meet/event).

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

**ORDINANCE NO. 1683** cont.

PASSED by the Board of Trustees and approved by the Mayor this 17<sup>th</sup> day of June, 2019.

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

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

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

Approved this 17<sup>th</sup> day of June, 2018.

**VILLAGE OF FREEBURG, ILLINOIS**

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

ATTEST:

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

Approval as to Legal Form:

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

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers  
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14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Matchett/Albers/Heap/Kaiser)  
Wednesday, May 15, 2019 at 6:00 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Michael J. Schutzenhofer

ESDA COORDINATOR  
Eugene Kramer

ZONING ADMINISTRATOR  
Matt Trout

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:00 p.m., on Wednesday, May 15, 2019, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Mike Heap, Trustee Bob Kaiser, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling (absent), Village Attorney Fred Keck, Public Works Director John Tolan (absent), Police Chief Mike Schutzenhofer, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

## POOL: A. OLD BUSINESS:

1. Pool: Trustee Matchett advised the pool has been cleaned and is being filled today and tomorrow. All other areas are being taken care of this week and next. Village Administrator Tony Funderburg advised Dave is back at work and has been working on the pool.

## B. NEW BUSINESS: None.

## STREETS: A. OLD BUSINESS:

1. Approval of April 10, 2019 Minutes: Trustee Denise Albers motioned to approve the April 10, 2019 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.
2. E. Apple Street Proposed Repair: This project is on hold. We are waiting for the TWM survey results for our options.
3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off: There are several areas we will be addressing: the Gill property, Hill Mine Road ditch, the culvert under Pitts has come apart at Pitts/Mill, culvert/drainage at 208 E. Temple, curb and gutter is breaking up badly at 7 Spruce Dr, and there is a serious erosion problem under the fence at the west end of the north sub.
4. Customer Issues: We received a request for stop signs in Evergreen Acres subdivision. We will have Chief Schutzenhofer review it and take it to police committee. Several residents have called with possible water leaks, and according to John's notes, they are not.
5. MFT/Belleville St. in front of Post Office Repair: Trustee Albers questioned the status of the MFT funds, and Tony said Jon Schaller believes it has been done. John will get 3 quotes to replace the sidewalk and finish the entrances to the park now that High and White Streets are on hold.
6. Phone System: Tony advised Charter has the circuits in place and will be turning them up on 5/29.
7. POW-MIA City Designation: Zoning Administrator Matt Trout advised Buck Horine just picked up the information. They attended a presentation at Scott Air Force Base and will get back to us on this.

## B. NEW BUSINESS:

1. Freeburg Locklar-Smith Post 550 Request to Use Village Park for Memorial Day: The committee agreed with the request.

The committee discussed the remaining two lots at the Industrial Park and whether or not they should be mowed or allowed to continue to be baled. They agreed to have them mowed moving forward. Julie advised the Special Olympics will be having a Law Enforcement Torch Run on Tuesday, June 4<sup>th</sup>, and advised the committee that a patrol car will be needed to ensure the runners' safety. The committee was fine with this. Matt stated the concept plan for Edison Estates will be discussed at the Combined Planning and Zoning Board Meeting on Tuesday, May 21<sup>st</sup> at 6:00 p.m.

Mowing the village properties have been a challenge because of the wet weather. We will be mowing Old Fayetteville Road, Barber Lane, Wolf Road and other right-of-ways next week if the weather cooperates. John has been working with Joe Darlington on the MS4 Storm Water Permit.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Mike Heap motioned to adjourn the meeting at 6:18 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
 Village of Freeburg  
 14 Southgate Center  
 Freeburg, IL 62243

**FROM CONTRACTOR:**  
 Nevois Construction, Inc.  
 300 Lockwood Dr.  
 Red Bud, IL 62278

**PROJECT:**  
 Police Department Addition

**VIA ARCHITECT:**  
 Nettemeyer Engineering

**APPLICATION #:** Six (6)  
**PERIOD TO:** 06/01/19  
**PROJECT NOS:**

**Distribution to:**

Owner
Const. Mgr
Architect
<input checked="" type="checkbox"/> Contractor

**CONTRACT DATE:**

**CONTRACT FOR:** General

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 therein is now due.

1. ORIGINAL CONTRACT SUM----- \$ 426,869.00
2. Net change by Change Orders----- \$ 6,328.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 433,197.00
4. TOTAL COMPLETED & STORED TO DATE----- \$ 433,197.00  
(Column G on Continuation Sheet)

5. RETAINAGE:
  - a. 10.0% of Completed Work (Columns D+E on Continuation Sheet) \$ 43,319.70
  - b. 10.0% of Stored Material (Column F on Continuation Sheet) \$

- Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)----- \$ 43,319.70
6. TOTAL EARNED LESS RETAINAGE----- \$ 389,877.30  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----- \$ 340,200.00

8. CURRENT PAYMENT DUE----- \$ 49,677.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 43,319.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,120.00	
Total approved this Month	\$5,208.00	
<b>TOTALS</b>	<b>\$6,328.00</b>	
<b>NET CHANGES by Change Order</b>		<b>\$6,328.00</b>

**CONTRACTOR:**

By: Kimberly Depois Date: 6-3-19

State of: Illinois  
 County of: Randolph  
 Subscribed and sworn to before me this 3rd day of June 2019

Notary Public: Patricia L Krause  
 My Commission expires: 6/13/2021



## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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** ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:**

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

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 of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: Six (6)

PROJECT:

APPLICATION DATE: 05/31/19

Police Department Addition

PERIOD TO: 1-Jun-19

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
		Scheduled Value		From Previous Application (D + E)	Completed This Period			Total Completed And Stored To Date (D + E + F)	% (G/G)		
1	Bergman-Roscov Plumbing, Inc.	14,500.00		11,500.00	3,000.00			14,500.00	100%		1,450.00
2	Change Order #1	200.00			200.00			200.00	100%		20.00
3	Geissler Roofing Co., Inc.	11,165.00		11,165.00				11,165.00	100%		1,116.50
4											
5	Championship Waterproofing, Inc.	4,995.00		4,995.00				4,995.00	100%		499.50
6											
7	Germann Brick Contractor, Inc.	25,000.00		25,000.00				25,000.00	100%		2,500.00
8											
9	Martin Steel Fabrication, Inc.	24,320.00		24,320.00				24,320.00	100%		2,432.00
10	Structural & Erection										
11	Bel-Clair Electric, Inc.	26,595.00		17,490.00	9,105.00			26,595.00	100%		2,659.50
12											
13	George Wels Co.	37,650.00		34,391.85	3,258.15			37,650.00	100%		3,765.00
14	Sheetrock & EIFS										
15	Spectra Painting	9,020.00			9,020.00			9,020.00	100%		902.00
16											
17	Neals Heating & Cooling, Inc.	13,392.00		13,392.00				13,392.00	100%		1,339.20
18											
19	Goley Insulation	4,933.00		4,933.00				4,933.00	100%		493.30
20											
21	Henges Interiors	7,946.00			7,946.00			7,946.00	100%		794.60
22	Flooring										
23	Perryville Overhead Doors	3,202.00		3,202.00				3,202.00	100%		320.20
24											
25											
26											
27											
28											
SUBTOTALS PAGE 2		182,918.00		150,388.85	32,529.15			182,918.00	100%		18,291.80

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: Six (6)

PROJECT:

APPLICATION DATE: 05/31/19

Police Department Addition

PERIOD TO: 1-Jun-19

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	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
			From Previous Application (D + E)	This Period					
29	Nevois Construction								
30	Concrete Foundations M & L	90,018.00	90,018.00				90,018.00		9,001.80
31	Wood Framing M & L	75,553.00	75,553.00				75,553.00		7,555.30
32	Door & Install	16,965.00	13,520.00	3,445.00			16,965.00		1,696.50
33	Misc. Materials / Labor & Const Cost	21,000.00	13,986.65	7,013.35			21,000.00		2,100.00
34	Overhead & Profit	40,615.00	28,405.50	12,209.50			40,615.00		4,061.50
35	Change Order #2	920.00	920.00				920.00		92.00
36	Change Order #3	5,208.00	5,208.00				5,208.00		520.80
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SUBTOTALS PAGE 3		433,197.00	378,000.00	55,197.00			433,197.00		43,319.70

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
 Village of Freeburg  
 14 Southgate Center  
 Freeburg, IL 62243  
 FROM CONTRACTOR:  
 Nevois Construction, Inc.  
 300 Lockwood Dr.  
 Red Bud, IL 62278

PROJECT:  
 Police Department Addition

APPLICATION #: Six (6)  
 PERIOD TO: 06/01/19  
 PROJECT NOS:

Distribution to:

Owner	
Const. Mgr	
Architect	
Contractor	X

CONTRACT DATE:

CONTRACT FOR: General

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$ 426,869.00
2. Net change by Change Orders	\$ 6,328.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 433,197.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 433,197.00

**5. RETAINAGE:**

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 43,319.70
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 43,319.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 389,877.30

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT**

(Line 6 from prior Certificate)	\$ 389,877.30
8. CURRENT PAYMENT DUE	\$ 43,319.70

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,120.00	
Total approved this Month	\$5,208.00	
<b>TOTALS</b>	<b>\$6,328.00</b>	
<b>NET CHANGES by Change Order</b>		<b>\$6,328.00</b>

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 therein is now due.

CONTRACTOR:

By: Kentley Brown Date: 6-3-19

State of: Illinois  
 County of: Randolph

Subscribed and sworn to before me this 3rd day of June 2019

Notary Public: Patricia L Krause  
 My Commission expires: 6/13/2021



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising 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 \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

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 of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:

Police Department Addition

APPLICATION NUMBER: Six (6)

APPLICATION DATE: 05/31/19

PERIOD TO: 1-Jun-19

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E Completed This Period	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
		From Previous Application (D + E)	This Period	From Previous Application (D + E)	This Period					
1	Bergman-Roscow Plumbing, Inc.	14,500.00		14,500.00				14,500.00		1,450.00
2	Change Order #1	200.00		200.00				200.00		20.00
3	Geissler Roofing Co., Inc.	11,165.00		11,165.00				11,165.00		1,116.50
4										
5	Championship Waterproofing, Inc.	4,995.00		4,995.00				4,995.00		499.50
6										
7	Germann Brick Contractor, Inc.	25,000.00		25,000.00				25,000.00		2,500.00
8										
9	Marlin Steel Fabrication, Inc.	24,320.00		24,320.00				24,320.00		2,432.00
10	Structural & Erection									
11	Bel-Clair Electric, Inc.	26,595.00		26,595.00				26,595.00		2,659.50
12										
13	George Wels Co.	37,650.00		37,650.00				37,650.00		3,765.00
14	Sheetrock & EIFS									
15	Spectra Painting	9,020.00		9,020.00				9,020.00		902.00
16										
17	Neals Heating & Cooling, Inc.	13,392.00		13,392.00				13,392.00		1,339.20
18										
19	Goley Insulation	4,933.00		4,933.00				4,933.00		493.30
20										
21	Henges Interiors	7,946.00		7,946.00				7,946.00		794.60
22	Flooring									
23	Perryville Overhead Doors	3,202.00		3,202.00				3,202.00		320.20
24										
25										
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28										
SUBTOTALS PAGE 2		182,918.00		182,918.00				182,918.00	100%	18,291.80

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:

Police Department Addition

APPLICATION NUMBER: Six (6)

APPLICATION DATE: 05/31/19

PERIOD TO: 1-Jun-19

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	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
			From Previous Application (D + E)	This Period					
29	Nevois Construction								
30	Concrete Foundations M & L	90,018.00	90,018.00				90,018.00		9,001.80
31	Wood Framing M & L	75,553.00	75,553.00				75,553.00		7,555.30
32	Door & Install	16,965.00	16,965.00				16,965.00		1,696.50
33	Misc. Materials / Labor & Const Cost	21,000.00	21,000.00				21,000.00		2,100.00
34	Overhead & Profit	40,615.00	40,615.00				40,615.00		4,061.50
35	Change Order #2	920.00	920.00				920.00		92.00
36	Change Order #3	5,208.00	5,208.00				5,208.00		520.80
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SUBTOTALS PAGE 3		433,197.00	433,197.00				433,197.00		43,319.70



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 5 / District 8  
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

May 20, 2019

LETTER OF UNDERSTANDING

LU-819-019

FAP Route 103 (IL 13/15)

Section (27,25,38,561)RS

St. Clair County

Contract 76J16

RECEIVED

MAY 22 2019

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

Dear Mayor Speiser:

Please sign the attached copies of the Letter of Understanding and the Resolution Approving Plans and mail one copy of each back to IDOT District 8.

You should have received an email from Tara McLaren with either the plans attached or a link to retrieve the plans from our website.

Thank you very much for your cooperation.

Sincerely,

A handwritten signature in blue ink that reads "Keith Roberts".

Keith Roberts, P.E.  
Acting Region Five Engineer

Attachments  
TAM



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 5 / District 8  
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

May 20, 2019

## LETTER OF UNDERSTANDING

LU-819-019

FAP Route 103 (IL 13/15)

Section (27,25,38,561)RS

St. Clair County

Contract 76J16

Honorable Seth Speiser

Mayor

Village of Freeburg

14 Southgate Center

Freeburg, IL 62243

Dear Mayor Speiser:

The State of Illinois, acting by and through its Department of Transportation, in cooperation with the Village of Freeburg and St. Clair County, in order to facilitate access for pedestrian traffic, is desirous of improving FAP Route 103 (IL 13/15) from West Rogers Drive to New Athens by resurfacing IL 13/15 and updating the sidewalk accessibility. The Americans with Disabilities Act (ADA) requires transition plans for state and local governments to plan and implement a process for removal of accessibility barriers. In following with this transition plan, the sidewalk curb ramps for crosswalks along IL 13/15 will be made ADA compliant. Other work along IL 13/15 will include: replacing ADA push buttons; HMA surface removal; placing 3/4" leveling binder; placing 1 1/2" surface course; repairing curb and gutter; repairing shoulder; resurfacing shoulder; and performing all other work necessary to complete this improvement according to the approved plans and specifications, to be known as Section (27,25,38,561)RS. The areas that will be brought into compliance with the new curb ramps, and sideroad resurfacing, when necessary to ensure compliance, are North Main Street/Oak Brook Drive, Koesterer Street/Woods Manor Drive, Temple Street, Mill Street, Phillips Street, St. Clair Street, the mid-block crossing at St. James School, White Street, High Street, Washington Street, Apple Street, Emily Street, Lincoln Court, Urbanna Drive, and Southgate Drive.

In order to advance the improvement, which is desired, and which will be of immediate benefit to the residents of Freeburg, as well as the traveling public, it is necessary that the Village of Freeburg and the State agree as to the responsibilities of each party. This letter and the acceptance thereof by the Village of Freeburg shall constitute such agreement. These responsibilities are as follows:

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1. The State agrees to: make the surveys; prepare plans and specifications; receive bids and award the contract; furnish engineering inspection during construction; cause the improvement to be built in accordance with the plans, specifications, and contract; and pay all the costs incidental thereto. The estimated cost of the improvement is \$5,800,000.
2. The Village of Freeburg agrees to allow the State, its Representatives and Contractors, to enter upon Village of Freeburg right-of-way or easements to perform construction and maintenance without compensation other than the completion of the proposed improvements.
3. The Village of Freeburg shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the State.
4. Upon completion of the improvement and as long as FAP Route 103 (IL 13/15) is used as a State Highway, the State agrees to continue to maintain those portions of FAP Route 103 (IL 13/15) previously maintained by the State.
5. Upon completion of the improvement, the Village of Freeburg agrees to continue to maintain, or cause to be maintained, those portions of FAP Route 103 (IL 13/15), within the Village of Freeburg, not maintained by the State or St. Clair County, including: all Village of Freeburg streets and alleys outside the edge of pavement of FAP Route 103 (IL 13/15); any traffic lanes and adjacent curb and gutter previously under municipal jurisdiction; the ADA curb ramps; the sidewalks; and the traffic signals in accordance with the Master Agreement between the State and the Village of Freeburg.
6. The Village of Freeburg agrees to provide, prior to the State's advertising for work to be performed hereunder, approval of the plans and specifications as prepared, by letter or Resolution.
7. It is mutually agreed that the covenants contained herein shall become null and void in the event a contract covering construction work contemplated herein is not awarded within three years subsequent to execution of this agreement.
8. It is mutually agreed that this Letter of Understanding shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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If the conditions contained herein are acceptable to the Village of Freeburg, it is requested that the Mayor of the Village of Freeburg sign this Letter of Understanding on behalf of the Village of Freeburg and return one copy to this office along with the letter or Resolution approving the plans.

Sincerely,



Keith Roberts, P.E.  
Acting Region Five Engineer

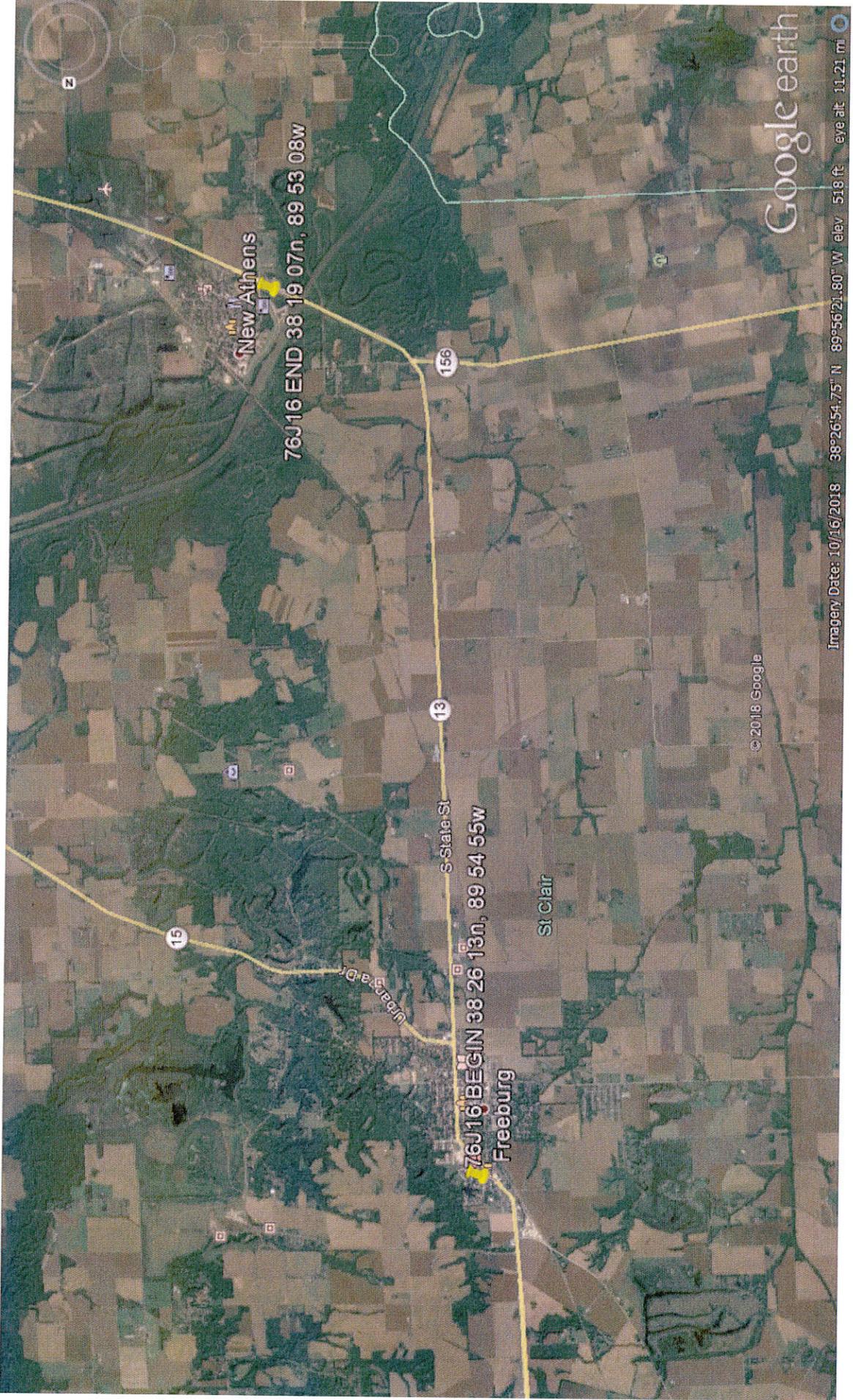
Attachments  
TAM

ACCEPTED BY THE VILLAGE OF FREEBURG

BY: \_\_\_\_\_  
Seth Speiser  
Mayor

DATE: \_\_\_\_\_





LU-819-019, LU0819-020  
FAP 103 (IL 13/15), Section 27, 25, 38, 561)RS  
Contract 76J16

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE \_\_\_\_\_  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the City/Village of \_\_\_\_\_ (the "Municipality") returns and return information obtained pursuant to the Simplified Municipal Telecommunications Tax Act (the "Act").

The Municipality agrees to share with the Department tax returns and return information for the taxes that it imposes under the Act.

It is further agreed that all returns and return information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Act. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information", which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive of the Municipality may request information, inspect returns, or receive related information from the Department. The chief executive of the Municipality will provide the Department with a list of names and official titles of personnel designated by him or her to request information, inspect returns, or receive related information on his or her behalf. The Department agrees to provide the Municipality with a written list showing the names and official titles of personnel designated by it to request information, inspect returns, or receive related information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be cancelled by either party at any time and will be cancelled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such returns or return information.

Illinois Department of Revenue

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Director, Illinois Department of Revenue

\_\_\_\_\_  
Chief Executive of the Municipality

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Municipality

\_\_\_\_\_  
Date

**ATTACHMENT A**

**MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION  
GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT  
ON THE EXCHANGE OF INFORMATION**

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing and addressed to the appropriate contact person at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk, etc., that is only accessible by persons authorized under the Reciprocal Agreement to receive information.
3. Any municipality that receives information under the Reciprocal Agreement will promptly notify the Department when an employee, who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the municipality or otherwise is no longer authorized by statute or by the municipality to receive the information.
4. Any municipality that receives information under the Reciprocal Agreement will report immediately to the Department any possible or suspected breach of confidentiality of the information.
5. The proper method for destruction of information that is no longer needed is shredding.
6. Any municipality that receives information under the Reciprocal Agreement agrees to allow the Department to physically view its facilities to insure proper compliance with these standards.

The City/Village of \_\_\_\_\_ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement on the Exchange of Information, which it has entered into with the Illinois Department of Revenue.

\_\_\_\_\_  
Chief Executive of the Municipality

\_\_\_\_\_  
Date