

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Charlie Mattern
Kevin Groth
Corby Valentine
Steve Smith
Tony Miller

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
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Stephen R. Wigginton

June 16, 2008

NOTICE

MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Miller/Baker/Valentine)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, June 18, 2008 at 4:00 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Pool feasibility study
- B. New Business

- A. Old Business
 - 1. Approval of May 28, 2008 minutes
 - 2. Streetscape – N. Main Street Drainage Problem
 - 3. Swipe Card Access
 - 4. Code revision for lot grades
 - 5. Industrial Park
 - 6. MFT
 - 7. Drainage around Jerry Menard’s home
 - 8. 2008 Illinois Transportation Enhancement Program - TWM
 - 9. Curb Requests from Joyce Milford and Gary Mueth
 - 10. Bernie Sauzek’s ditch
 - 11. Marla Smith’s sidewalk
 - 12. Culvert on Cemetery Road and also West Street
 - 13. Street banner request
 - 14. Huelsman complaint
- B. New Business
 - 1. IDOT 2008 Illinois Great Rivers Ride
 - 2. Freeburg Homecoming
- 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) a.]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

CENSUS 2000 - CENSUS TRACT - BLOCK GROUP - LOW/MC (By: City/Village)												
CDBGNAME	STATE	COUNTY	COUNTYNAME	COUSUBNAME	PLACE	PLACENAME	TRACT	Block Group	POP100	LOW - MOD	LOW MOD UNIV	LOW MOD PCT
FREEBURG VILLAGE												
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503901	3	808	186	646	28.80
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503901	3	0	0	0	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Smithton township	99999		503902	1	969	302	1001	30.20
ST CLAIR COUNTY	17	163	St. Clair County	Smithton township	27806	Freeburg village	503902	1	11	0	0	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Smithton township	99999		503902	2	80	0	69	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Smithton township	27806	Freeburg village	503902	2	13	0	0	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503902	2	7	6	6	100.00
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503902	2	0	0	0	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503902	2	1351	468	1258	37.20
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503902	2	48	0	67	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503902	3	3	0	0	0.00
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503902	3	1210	529	1274	41.50
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503902	4	414	85	429	19.80
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503902	4	1237	357	1157	30.90
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	27806	Freeburg village	503902	4	43	15	27	55.60
ST CLAIR COUNTY	17	163	St. Clair County	Freeburg township	99999		503902	4	3	0	0	0.00
							Freeburg.....		6197	1948	5934	32.83
(Note: 99999 = unincorporated areas)												

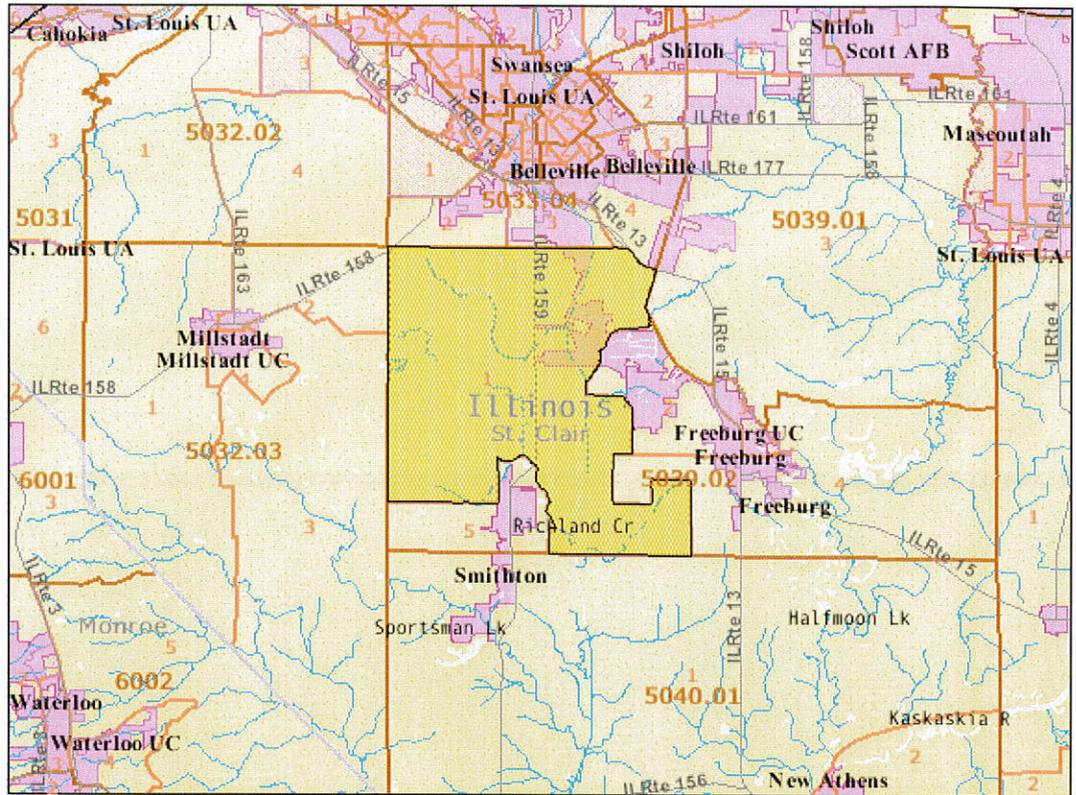
Block Group 1, Census Tract 5039.02, St. Clair County, Illinois

Boundaries

- State
- '00 County
- '00 Census Tract
- '00 Block Group
- '00 Place
- '00 Place
- '00 Urban Area
- '00 Urban Area

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



20 miles across

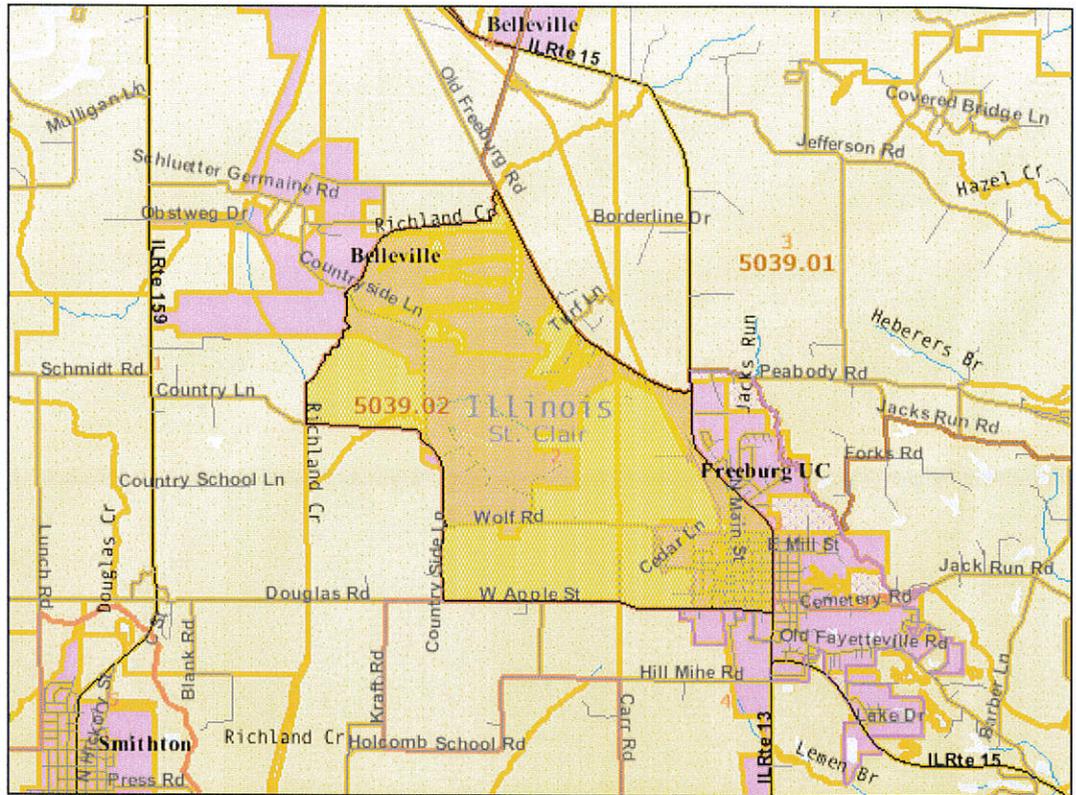
Block Group 2, Census Tract 5039.02, St. Clair County, Illinois

Boundaries

- State
- '00 County
- '00 Census Tract
- '00 Block Group
- '00 Block
- '00 Place
- '00 Place
- '00 Urban Area
- '00 Urban Area

Features

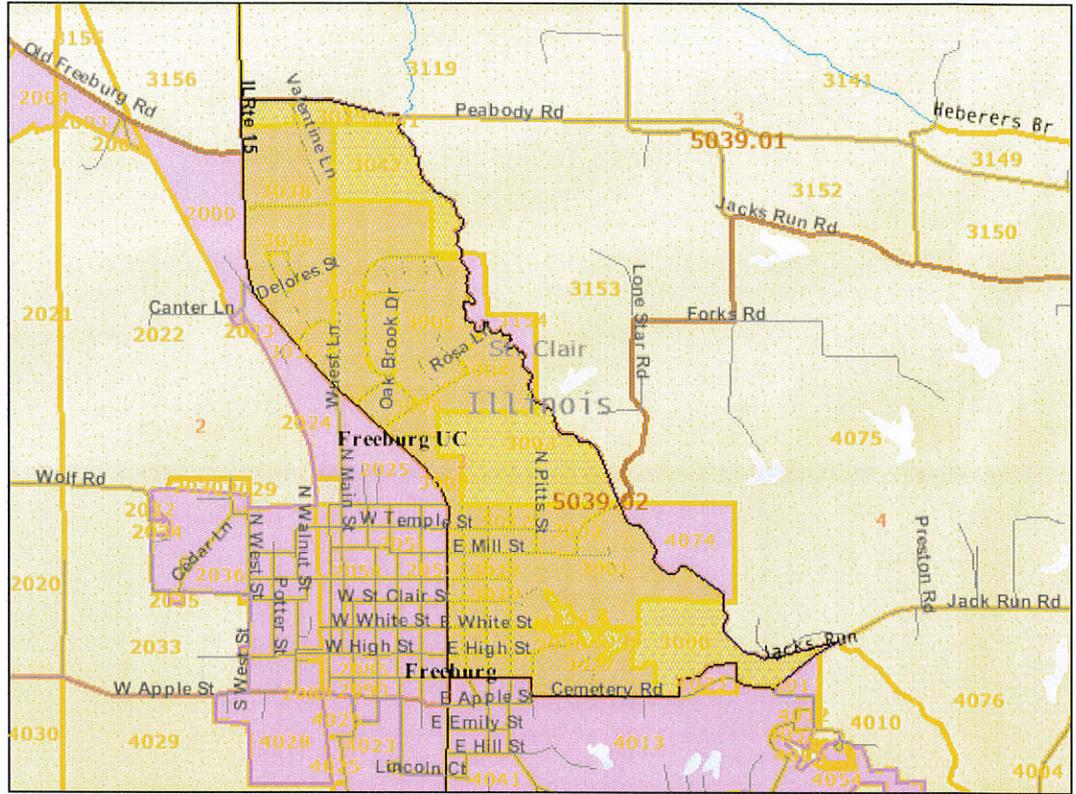
- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



7 miles across

Block Group 3, Census Tract 5039.02, St. Clair County, Illinois

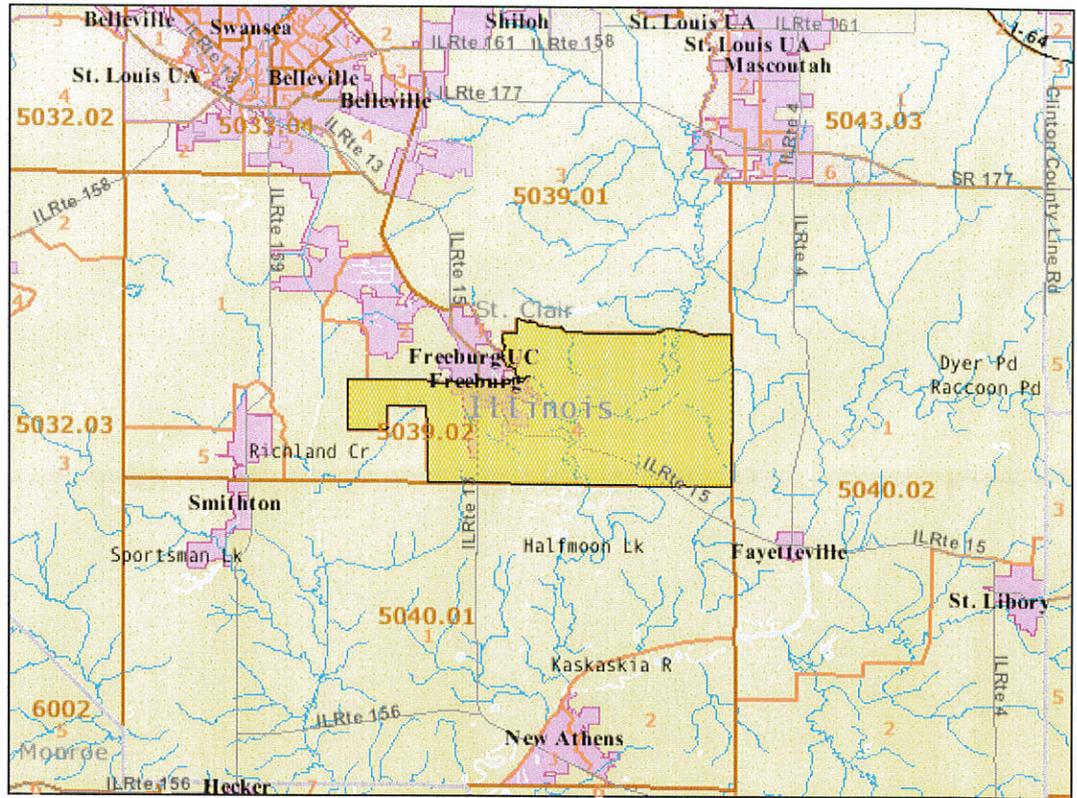
- Boundaries**
- State
 - '00 County
 - '00 Census Tract
 - '00 Block Group
 - '00 Block
 - '00 Place
 - '00 Place
 - '00 Urban Area
 - '00 Urban Area
- Features**
- Major Road
 - Street
 - Stream/Waterbody
 - Stream/Waterbody



2.8 miles across

Block Group 4, Census Tract 5039.02, St. Clair County, Illinois

- Boundaries**
 - State
 - '00 County
 - '00 Census Tract
 - '00 Block Group
 - '00 Place
 - '00 Place
 - '00 Urban Area
 - '00 Urban Area
- Features**
 - Major Road
 - Street
 - Stream/Waterbody
 - Stream/Waterbody



20 miles across

ST. CLAIR COUNTY
INTERGOVERNMENTAL GRANTS
DEPARTMENT (IGD)

LOW/MODERATE BENEFIT SURVEY

Date

Mayor
Village of
Street Address
City, State, Zip

Dear Mayor:

Enclosed is a sample copy of a letter and a survey/income verification form that each participating resident must complete and return to IGD. The survey is necessary to assist in determining the Village's eligibility for the Program Year 2009 proposed CDBG funded project.

Please send each resident located in the project site location a **Low/Moderate Benefit Survey** along with a stamped, **pre-addressed envelope with our office address as follows:**

St. Clair County Intergovernmental Grants Department
Attention: Diana Little, Contract Specialist
19 Public Square - Suite 200
Belleville, IL 62220

Please forward a copy of the letter you send to the residents and a list of all names and addresses of persons sent a survey to my attention. I also need a map of the proposed project site area.

Should you have any questions please feel free to contact me at 618-277-6790, ext. 3215.

Sincerely,

Diana Little, Contract Specialist
Community Development Division

Enclosures

cc: Vince Kwiatkowski, CD Program Manager - IGD

St. Clair County Intergovernmental Grants Department
Low/Moderate Benefit Survey

CONFIDENTIAL SURVEY

1. How many people are living in your household?
Insert # of persons in your home... _____

2. Please check the appropriate box "based on the annual gross income"
for the entire household. **TOTAL** Household Income is:

Less than \$36,900

\$36,901 -- \$42,200

\$42,201 -- \$47,450

\$47,451 -- \$52,700

\$52,701 -- \$56,950

\$56,951 -- \$61,150

\$61,151 -- \$65,350

\$65,351 -- \$69,600

I certify that the above information is correct to the best of my knowledge.

Name (Please Print) _____

Signature: _____ **Date:** _____

Street Address: _____

For Office Use Only: M _____ # _____

• **CONFIDENTIAL SURVEY INFORMATION**

Date

Mr. John Doe
Street Address
City, State, Zip

Dear Mr. Doe,

Thank you for contacting me in regard to the Low/Moderate Benefit Survey. I would like to respond to your question about how noting your income level on the survey assists in obtaining Community Development Block Grant (CDBG) funding for the Village.

All federal funding that the St. Clair County Intergovernmental Grants Department (IGD) receives to assist individuals and/or communities is based on income guidelines enforced by the U.S. Department of Housing and Urban Development (HUD). In this case, the benefit is for your community.

When residents in a proposed project area complete the survey, I am able to prepare an averaging of the income levels to assist HUD in determining if the project area meets the low-moderate income guidelines. According to the 2000 Census data the area in which you reside does not consist of 51% or more low-moderate income residents.

Should this overall survey prove the project location is occupied by 51% or more residents meeting the low-moderate income guidelines, your community may apply for grant dollars to perform the proposed project. This action reduces project related costs to your community and has no direct cost to an individual resident.

I hope my explanation proves beneficial. I look forward to working with your town on future projects that utilize Community Development Block Grant funds.

Should you have any additional questions or comments, please feel free to contact me at (618) 277-6790, ext. 3215.

Sincerely,

Diana Little, Contract Specialist
Community Development Division

Municipality Village of Freeburg	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Rhutasel and Associates, Inc.
Township				Address 4 Industrial Dr. P.O. Box 97
County St. Clair				City Freeburg
Section				State Illinois 62243

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Culvert Analysis and Replacement

Route Various Length 0.00 FT (0.00 Miles) (Structure No. N.A.)

Termini An existing cross road culvert on Cemetery Road and an existing cross road culvert at West Street & Cedar Lane.

Description:

Provide hydraulic analysis for an existing cross road culvert on Cemetery Road and an existing cross road culvert at West Street and Cedar Lane. Prepare bid documents for contract removal and replacement of these two culverts using MFT funds.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed **topographic & land** surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
 - (7) Construction Staking.**
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **The actual cost of performing such work using the current hourly Compensation Schedule (copy attached) not to exceed \$12,500.00 without LA's prior authorization. The Compensation Schedule may be revised annually in January to account for labor cost increases.**
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost		Fee Schedule	
Under	\$50,000		(see note)
			%
			%
			%
			%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j **& 1l** at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve – "actual cost" being defined as material cost plus payrolls insurance, social security and retirement deductions. **using the current hourly Compensation Schedule (copy attached).** Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party

doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. The Compensation Schedule may be revised annually in January to account for labor cost increases.

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 100 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award receipt of bids of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j 1k, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 100 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. ~~That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By _____
Jerry Lynn Menard, Village Clerk
(Seal)

Executed by the ENGINEER

ATTEST:

By Sidney W. LeGrand
Title Sidney W. LeGrand, Secretary

Village of Freeburg of the
(Municipality/Township/County)

State of Illinois, acting by and through its

President and Board of Trustees

By _____

Title Ray Danford, Village Board President

Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97

Freeburg, Illinois 62243

By Gale E. Hake

Title Gale E. Hake, Vice President

Approved

Date
Department of Transportation

Regional Engineer

RHUTASEL and ASSOCIATES, INC.
COMPENSATION SCHEDULE



HOURLY RATES

Principal Engineer.....	\$130/hour
Sr. Project Engineer	\$125/hour
Structural Engineer	\$125/hour
Project Engineer.....	\$105/hour
Principal Surveyor	\$130/hour
Project Surveyor.....	\$100/hour
Resident Engineer	\$100/hour
Design/Construction Engineer	\$80/hour
Design Surveyor.....	\$76/hour
Resident Technician.....	\$85/hour
Technician IV.....	\$76/hour
Technician III.....	\$50/hour
Technician II	\$45/hour
Technician I	\$35/hour

REIMBURSABLE EXPENSES

Travel	\$0.55/mile
Nuclear Density Gauge (Troxlner)	\$150/½ day
B&W Photocopies	\$0.15/copy
Color Photocopies.....	\$1.50/copy
Large Format Prints	\$2.75/sheet
All Other Expenses including Subconsultants.....	Cost + 20%

Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.

If assignment requires premium pay for overtime, these rates will be increased 20% for the overtime hours.

Municipality Village of Freeburg	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Rhutasel and Associates, Inc.
Township				Address 4 Industrial Dr. P.O. Box 97
County St. Clair				City Freeburg
Section				State Illinois 62243

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Culvert Analysis on Country Side Lane
Route Various Length 0.00 FT (0.00 Miles) (Structure No. N.A.)
Termini An existing cross road culvert on Country Side Lane.

Description:
Provide hydraulic analysis for an existing cross road culvert on Country Side Lane and examine effects on immediate upstream home site north of ditch flow line. If culvert requires replacement due to hydraulic considerations, prepare bid documents for contract removal and replacement using MFT funds.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed **topographic & land** surveys as are necessary for the preparation of detailed roadway plans.
 - b. ~~Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.~~ **Perform hydraulic analysis of existing culvert and examine its effect on the immediate upstream home site north of the ditch flow line.**
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required. **Provide additional consultation services if requested by LA.**

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
- l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
 - (7) Construction Staking.**

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
- 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, ~~1g, 1k,~~ 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **The actual cost of performing such work using the current hourly Compensation Schedule (copy attached) not to exceed \$4,500.00 without LA's prior authorization. The Compensation Schedule may be revised annually in January to account for labor cost increases.**
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, **1g, 1h, 1i & 1j, 1k & 1l** at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls insurance, social security and retirement deductions. **using the current hourly Compensation Schedule (copy attached).** Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party

doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. The Compensation Schedule may be revised annually in January to account for labor cost increases.

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 100 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award receipt of bids of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 4j 1k, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 4k and 1l.By mutual agreement, partial payments not to exceed 90 100 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. ~~That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By _____

Jerry Lynn Menard, Village Clerk

(Seal)

Executed by the ENGINEER

ATTEST:

By *Sidney W. LeGrand*

Title Sidney W. LeGrand, Secretary

Village of Freeburg of the
(Municipality/Township/County)

State of Illinois, acting by and through its

President and Board of Trustees

By _____

Title Ray Danford, Village Board President

Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97

Freeburg, Illinois 62243

By *Gale E. Hake*

Title Gale E. Hake, Vice President

Approved

Date

Department of Transportation

Regional Engineer

RHUTASEL and ASSOCIATES, INC.
COMPENSATION SCHEDULE



HOURLY RATES

Principal Engineer.....	\$130/hour
Sr. Project Engineer	\$125/hour
Structural Engineer	\$125/hour
Project Engineer.....	\$105/hour
Principal Surveyor	\$130/hour
Project Surveyor.....	\$100/hour
Resident Engineer	\$100/hour
Design/Construction Engineer	\$80/hour
Design Surveyor.....	\$76/hour
Resident Technician.....	\$85/hour
Technician IV.....	\$76/hour
Technician III.....	\$50/hour
Technician II.....	\$45/hour
Technician I	\$35/hour

REIMBURSABLE EXPENSES

Travel	\$0.55/mile
Nuclear Density Gauge (Troxler)	\$150/½ day
B&W Photocopies	\$0.15/copy
Color Photocopies.....	\$1.50/copy
Large Format Prints	\$2.75/sheet
All Other Expenses including Subconsultants.....	Cost + 20%

Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.

If assignment requires premium pay for overtime, these rates will be increased 20% for the overtime hours.

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Charlie Mattern
Kevin Groth
Corby Valentine
Steve Smith
Tony Miller

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243

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

Web Site: www.freeburg.com

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Valentine)

Wednesday, June 18, 2008 at 4:00 p.m.

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Stephen R. Wigginton

The meeting of the Public Property Committee was called to order at 4:12 p.m. on Wednesday, June 18, 2008, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Corby Valentine, Mayor Ray Danford, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guests present: Diana Little, St. Clair County Intergovernmental Grants Department and Sid LeGrand, Rhutasel.

PUBLIC PARTICIPATION:

Diana Little from St. Clair County Intergovernmental Grants Department was present to provide information on their program. She provided a copy of the Census Tract for Freeburg. We have not obtained many grants over the past several years, the last one being in 2003. They are looking for direct benefits to low-moderate households. She prepared a packet for us to look that includes a sample letter sent to the residents which explains the project we would like to do and tells them the benefits of completing the survey. She stated no confidential information goes to HUD, only a statistical report. She is the only one that sees the surveys. She said HUD likes to see an 80% turnaround on the surveys. We will provide her a list of the people the survey would be sent to. Dennis explained the reason we haven't applied is we haven't had a project that we have moved forward with. Diana advised if we move forward with the SAVE water project, we would not need to do a survey since they are considered limited clientele. She also advised that a survey is not needed for an ADA project but asked that we run all our proposed ideas through her. She advised not to only put the facts in the grant application, but expand on the reasons why the project is needed and who benefits from it. A technical assistance meeting is held prior to the grants being due. She said she will do everything in her power to help our application go through. Corby asked about the sidewalk on Main at 13/15. Diana said since the project would not qualify for low-mod. A survey is not required if we make it an ADA project. She confirmed we have to focus on the direct benefit a project would provide. The applications will come out the latter part of January and due back the latter part of March. We can ask for up to \$100,000. If we do a mail survey, they have to be done by 12/31 and have a site specific project.

Sid LeGrand from Rhutasel was present to discuss the two separate contracts for the culvert analysis on Country Side Lane and also Cemetery Road and the corner of West Street and Cedar Lane. The project for Country Side Lane would include a hydraulic analysis for the existing cross road culvert and examine the effects on immediate upstream home site north of the ditch flow

Street Committee Meeting Minutes

Wednesday, June 18, 2008

Page 1 of 4

line. If a culvert requires replacement due to hydraulic conditions, bid documents would be prepared for contract removal and replacement using MFT funds. Sid advised without taking any shots, it appears the top of the culvert is higher than the basement of the property in question. He said it's pretty obvious there is a problem with the home elevation. He said we should contact the engineer of record and see if they want to get involved in this. Dennis said if there is the potential for the homeowner to take legal action, TWM should be notified as they are the engineering firm listed on the plat. We don't believe replacing the culvert will fix the problem.

The project for both Cemetery Road and West Street and Cedar Lane would include Rhutasel to provide a hydraulic analysis for the existing cross road culvert and replacement of the two culverts using MFT funds. The contracts were prepared in accordance with IDOT requirements for use of MFT funds. Sid said at this point, we don't know what kind of easements or right-of-way documents will be required to replace the culverts. He said once they get into the project, they can advise the Village of the cost if it is above the upper limit stated in the contract. Dennis said he does not expect that to be expensive and Ron advised Cemetery Road would be the only one requiring an easement. Sid said it will take a while to get the permits before we can start the work on it. Ron advised the design work will have to be done first. This contract will be reimbursable under MFT Special Project and Rhutasel will put that resolution together.

Trustee Rita Baker motioned to recommend to the full Board the culvert on Cemetery Road and the one at West Street & Cedar Lane be replaced under the MFT Special Project and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

SWIMMING POOL:

A. OLD BUSINESS:

1. Pool feasibility study: Corby requested the public meeting be advertised in the Tribune for the 2 weeks prior to the July 10th meeting.

Ron advised there is a problem with the chlorine levels in the pool. The levels are not being properly maintained. Dennis advised that none of the pool managers have completed the required on-line course. Chairman Miller requested Ron, John and Dennis go out to the pool and meet with the manager on duty and discuss the situation tomorrow morning.

B. NEW BUSINESS: None.

STREET:

OLD BUSINESS:

1. Approval of May 28, 2008 minutes: *Trustee Rita Baker motioned to approve the May 28, 2008 minutes and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*

2. Streetscape – N. Main Street Drainage Problem: Dennis advised he has not heard anything from TWM and will give them a call. Kevin brought up Karla Thies' culvert and her wish to extend her culvert back. Dennis advised there is a hump in the ditch which may prevent it from draining correctly. Dennis and Ron need to go out and look at it to see if it is causing the drainage problems. If that is the problem, there would not be a need to extend the culvert.
3. Swipe Card Access: In process.
4. Code revision for lot grades: Dennis prepared a draft ordinance and is attached to the packet. Much of this topic is already incorporated into the Subdivision Code. He added paragraph "e" to Section 154.23 - Drainage. He said his problem with the ordinance is how is it going to be enforced? Charlie asked if we could make the developer responsible until all the lots were finished, i.e. hold money in escrow until last lot is developed. Tony said maybe we could adjust the permit fees to cover the costs. The committee agreed we did not want to take on the liability of shooting the grades ourselves. Dennis advised the committee it takes a hearing before the Plan Commission to change the subdivision code. no further action was taken by the committee.
5. Industrial Park: Dennis advised we have closed on the Craig Niebruegge purchase. Dennis sent an email to Phillips Kiln but has not had a response from them.
6. MFT: Bid opening will be on July 11th at 10:00 a.m. Ron believes IDOT will advertise it. The street oilings dates will depend upon what dates are still open by the oiling companies.
7. Drainage around Jerry Menard's home: Jerry still needs to get the paperwork to us. John advised we are repairing the inlet today.
8. 2008 Illinois Transportation Enhancement Program: Committee requested this item be moved to item #12.
9. Curb requests from Joyce Milford and Gary Mueth: Nothing new other than the committee agreed if this project is going to be done, the cost will be significant.
10. Bernie Sauzek's Ditch: Item can be taken off the agenda.
11. Marla Smith's Sidewalk: Ron advised the curb would cost approximately \$5 - \$7 per foot. It depends on the type of curb that is going to be put in, i.e. barrier or mountable. The cost to this project would be hiring someone to design it. There is about 150 feet of sidewalk from Regions to the corner of Alton.
12. Culvert on Cemetery Road and also West Street: Discussed under Public Participation.

13. Street banner request: Julie received a request from Leroy Hamann asking for a discount if he purchased 2 banners. Julie has requested updated pricing information from Display Sales but has not yet received it. She will check with the other people who have requested banners to see if they are still interested.

14. Huelsman complaint: Already discussed.

NEW BUSINESS:

1. IDOT 2008 Illinois Great River Ride: The Ride will begin on September 7, 2008 and end on Saturday, September 13, 2008. It will go through Freeburg on Rt. 13/15.

Trustee Rita Baker motioned to recommend to the full Board Mayor Danford be authorized to execute the Agreement for Signing and Roadway Work and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

2. Freeburg Homecoming: The homecoming will be held on Friday, August 15th and Saturday, August 16th. Shelia Gallagher sent a request to close State Street for the parade which starts at 5:30 p.m.

Trustee Rita Baker motioned to recommend to the full Board the IDOT Resolution be prepared and presented at the next board meeting and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

GENERAL CONCERNS: Corby said the weeds on 13/15 coming into Freeburg are a problem. With the new highway coming into town, it needs to look better. Ron said we do have equipment that can take of it and also said a plan needs to be put in place. He will come up with some costs for the Village to take care of it. Tony asked about the highway directional sign for the Industrial Park--Ron will check on it.

PUBLIC PARTICIPATION: See above.

ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 5:55 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Charlie Mattern
Kevin Groth
Corby Valentine
Steve Smith
Tony Miller

VILLAGE OF FREEBURG

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PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Stephen R. Wigginton

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Valentine)
Wednesday, May 28, 2008 at 4:00 p.m.

The meeting of the Public Property Committee was called to order at 4:06 p.m. on Wednesday, May 28, 2008, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Corby Valentine, Mayor Ray Danford, Village Administrator Dennis Herzing, Assistant Public Works Director John Tolan. Guest present: Pool Co-Manager Scott Schulz.

SWIMMING POOL: OLD BUSINESS:

2. Pool managers' request: Scott was present to discuss the days the pool would be open during the summer. Tony said he thought we were going to be open on August 11 - 14th with homecoming the 15th and 16th. Scott said the teachers start school on the 14th. The newspaper stated the pool was open until August 15th. A revised article will go in the paper closing the pool on August 10th, and only open on August 23, 24, 30, 31 and September 1st. The co-managers requested hourly reimbursement for the pool parties and also asked that we order 4 - 5 pocket masks the lifeguards use. The masks will be ordered. The trustees agreed if this is what originally agreed upon, the co-managers should receive hourly compensation for Swim After Dark and any pool parties. Scott said the first year they received compensation but none the years after that. He said they received \$5 per hour or \$10 with one manager working the event. The trustees agreed to \$10 per hour for the events held after 8:00 p.m.

Trustee Rita Baker motioned to recommend to the full Board the co-managers receive an hourly compensation of \$10.00 per hour for any event held after 8:00 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

3. Summer hire: Scott advised Molly Etling will be gone during CPR training and will get certified on her own. Hannah Lanter will move from concession stand to a lifeguard position. Kelsey Thouvenot broke her wrist but will be able to work later in June. Jake Lanter will be hired as an additional lifeguard for the 2008 pool season.

Trustee Rita Baker motioned to recommend to the full Board Jake Lanter be hired as a lifeguard for the 2008 pool season at \$7.25 per hour and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

Street Committee Meeting Minutes
Wednesday, May 28, 2008
Page 1 of 4

1. Pool feasibility study: Dennis received a call from EWR wanting to know if we had decided on dates and Dennis told Bill we were still looking for a letter from them. The committee agreed that Scott Hunsaker said they would contact all the groups for the individual meetings. The committee agreed they did not feel confident all the people could be available on one day. Corby found in the proposal where we would be responsible for contacting the groups. The committee discussed the addition of other persons to add to the contact list. The public hearing meeting will be scheduled on Wednesday, June 18th. The individual user group meetings will be held on Wednesday, June 11th and Thursday, June 12th. Julie will check with the consultants to see if they are available on those dates. If so, she can begin calling the user groups to set up the meetings.

STREET: OLD BUSINESS:

1. Approval of April 16, 2008 and May 7, 2008 minutes: *Trustee Rita Baker motioned to approve the April 16, 2008 and May 7, 2008 minutes and Trustee Corby Valentine seconded the motion.* All voting aye, the motion carried.

2. Streetscape – N. Main Street Drainage Problem: Tony asked about the culvert by Karla Thies. Dennis said the culvert comes halfway across her yard. Dennis said there is a high spot in the ditch by the railroad track, so there is an area that doesn't drain. He and Ron looked at it and about 50-60 feet of the ditch needs to be cleaned out and should drain correctly. Dennis believes it to be all on Karla's property. He nor Ron know of any easement there. He thinks Karla wants us to take the pipe all the way back to her property. Ron will try to check the history on that.

3. Swipe Card Access: Nothing new.

4. Code revision for lot grades: Nothing new.

5. Ditch cover - Potter/Walnut: John advised it is done and this item can be taken off the agenda.

6. Industrial Park: Dennis advised we offered the lot to Phillips. They came by with their contractor to look at the lot and Dennis gave Phillips our standard contract for review. Dennis further stated he received a call from Dennis Kaiser who is furious about the situation. Dennis had told Kaiser that he would tell Phillips Kaiser was interested in the lot. Dennis said the Finance Committee decided to have Dennis move forward with Phillips and that Kaiser has had a long time in which to purchase that lot if he wanted to do so. Dennis said Dennis Kaiser feels like Dennis didn't keep his word and told Kaiser he had been directed to move forward. Dennis told Kaiser he would call Phillips and ask them if they would like a different lot. If Phillips would look at a different lot, Dennis could call Kaiser and advise him of that.

7. MFT: We received our approval, now we have submitted for IDOT to set up the bids.

8. Drainage around Jerry Menard's home: Jerry still needs to get the paperwork to us. John advised we are repairing the inlet today.

9. 2008 Illinois Transportation Enhancement Program: Dennis said TWM helped us put together the grant application and we haven't heard anything.

10. Curb requests from Joyce Milford and Gary Mueth: Dennis talked to Gary yesterday and he said he and Joyce would pay for the materials. Dennis explained to him it is not like a sidewalk, we can't just throw a sidewalk in. We have to have the grades shot, etc. There has been drainage problems in that area. Rita asked if he is willing to pay the engineering costs? Dennis said we are looking at a project almost like Woodsvew which was about \$30,000, curb and gutter down both sides of the street. Dennis said he basically told Gary that it depends on the cost of the project and told him it would be discussed in the committee meeting and would get back to him. Dennis will ask Pat Netemeyer to take a look at it and give a ballpark cost on the project.

NEW BUSINESS:

1. Bernie Sauzek's Ditch: John said it's the same problem but it's been a very wet spring. The water comes from Saturn Terrace and the water gets into his basement. John said Sauzek wants a larger culvert put in from the road back. Dennis said Sauzek is stating that Bob Koerber is saying when Dennis took his job, Dennis said the village would take care of it. He remembers going out to look at the problem with Koerber but probably said we'll look into it. John said it is poor drainage in that area.

2. Pete Vogel's request for Grass Mowing: Mary Dambacher also wants to know when we are going to mow the ditch in front of her house. Dennis said if it by the storage yard, the answer is to call IDOT. Dennis asked if we are going to continue to mow the rights-of-way, maybe once or twice a year or do something different? John thinks we have the equipment and people, it will just take more time. Dennis said he thinks this problem of whether or not to mow the right-of-ways will just get worse. He was told IDOT has no money for mowing this year and has no intention of mowing this year. The committee agreed we are wasting our time going after IDOT. Corby felt we should go to Pete and Mary saying it's our problem and ask for them to compromise with the situation with each party paying half of the cost. The committee agreed it will be cut at our discretion.

3. Don Smith Sidewalk Requests: John advised it will be done, it's just a timing issue. Ron is still working on Marla Smith's request.

4. St. Clair County Parks Grant Commission Funding Cycle 13: Dennis said this year it is limited to \$10,000. We received a \$25,000 grant the year before last and used it to work on the sidewalk and concession stand at the park. John said there is a curb by the post office that needs to be fixed. The local share of the grant could be our labor costs. We could possibly do a restoration on the cannon or statue, handicap ramps on the four corners of the park, picnic table. Dennis will look at the park and see what he can come up with.

John stated the culvert underneath West Street on Cedar Lane, that is now where all the water ends up and had washed about half the road out. About 30 feet of the culvert is rusted out. Ron wanted to suggest to the committee we combine the West Street culvert with

the culvert project on Cemetery Road and use fund it as a MFT special project. It will cost over \$20,000. He would like to get an engineer to size the culverts, look at the drainage, etc.

Trustee Rita Baker motioned to recommend to the full Board approval be given to Public Works Director Ron Dintelmann to look for an engineer for this project and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

John said mosquito spraying has started.

GENERAL CONCERNS: Corby said there is a problem in Georgia Huelsman's home. They had about 1.5 feet of water in their basement. They came to the street committee in 2000 wanting a larger culvert. John said they have a walkout basement that is almost level with the waterway. John thought this might be a future problem. He suggested to her it might be a good place to put a berm.

Tony said we need to quit driving on the sidewalk when we are putting the flags up. John will note it and talk to Ron. John said he and Ron talked about replacing the picnic tables with ones that can't be broken.

PUBLIC PARTICIPATION: Under swimming pool.

ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 5:46 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by
Julie Polson
Office Manager



Illinois Department of Transportation

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

June 2, 2008

RE: 2008 Illinois Great Rivers Ride – Agreement for Signing

The Honorable Raymond Danford
Village Board President
14 Southgate Center
Freeburg, IL 62243

RECEIVED

JUN 04 2008

Dear Mayor Danford:

The Governor's Office and the Illinois Department of Commerce and Economic Opportunity have proposed the fourth bicycle trip officially name the Illinois Great Rivers Ride. The Illinois Great Rivers Ride will begin on Sunday, September 7, 2008 and end on Saturday, September 13, 2008. The ride will begin and end at the Lewis and Clark State Historic Site near Alton, Illinois. A portion of the proposed route will use roads or streets in your agency.

It is anticipated that the bike ride will be limited to approximately 300 participants. The bike ride will include overnight stays at seven locations where arrangements are currently being made. Entertainment will be provided at each of these locations.

Attached for your approval are three copies of an agreement between your agency and this department for the proposed signing and roadway work along the bike route. If the terms of the agreement are acceptable, please sign and return two copies to the District Bureau of Local Roads and Streets office as early as possible.

Also attached is a copy of the sign layout and a previous insurance policy for the bike ride. The insurance policy indemnifying local agencies is an annual renewable policy and will be issued before the ride. All bike ride participants of the Illinois Great Rivers Ride must sign liability and waiver language before participating in the event. We will furnish you a copy of the insurance policy after it is issued.

If you have any questions, please contact Mr. Rick Mauch, Acting District 8 Engineer of Local Roads and Streets at 618/346-3330.

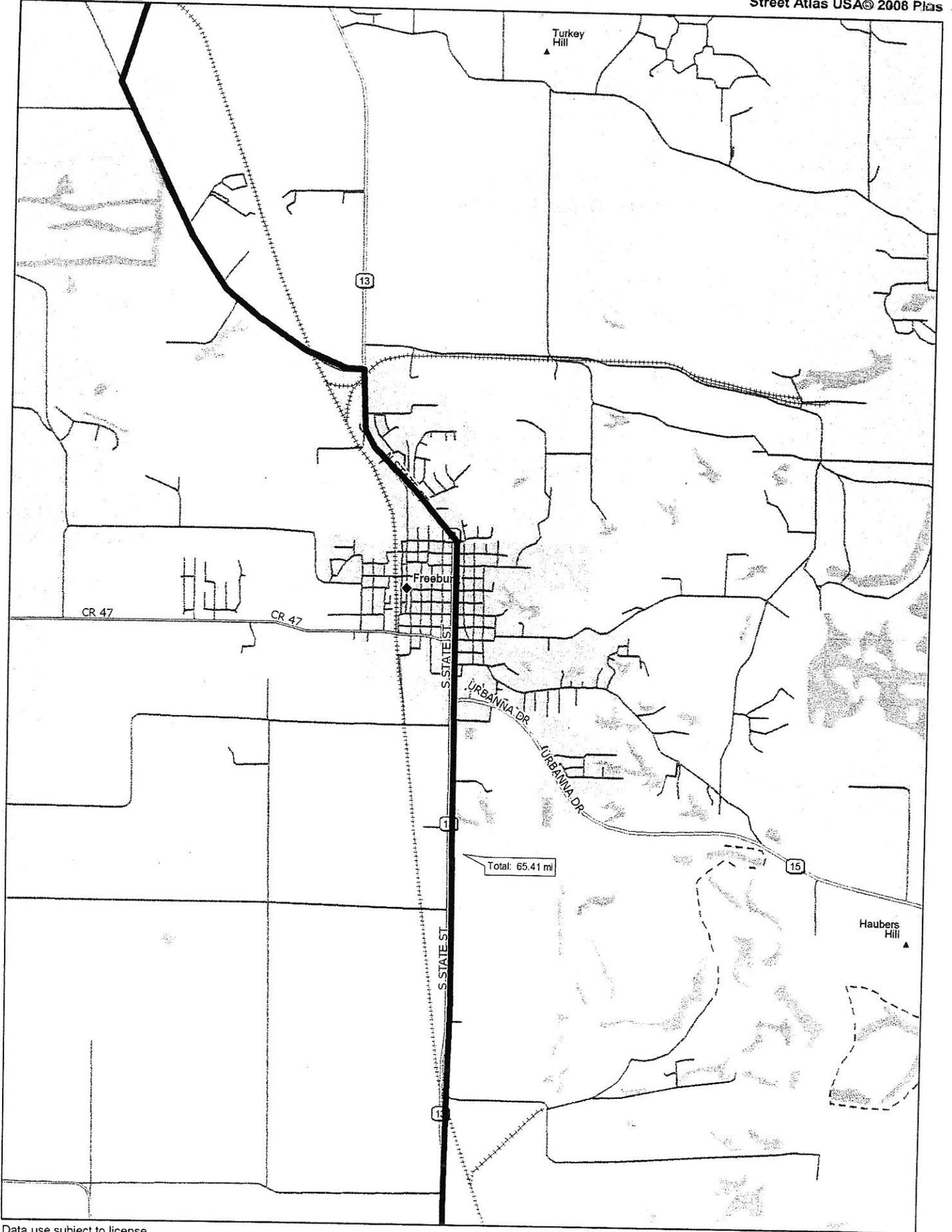
Sincerely,

Mary C. Lamie, P.E.
Deputy Director of Highways
Region Five Engineer

A handwritten signature in black ink, appearing to read 'R. Mauch'.

Richard C. Mauch, P.E.
Acting District Engineer of
Local Roads and Streets

Attachments



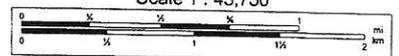
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www.delorme.com



Scale 1 : 43,750



1" = 3,645.8 ft

Data Zoom 12-2

2008 Illinois Great Rivers Ride Agreement for Signing and Roadway Work

The Governor's Opportunity Returns Office, the Illinois Department of Transportation, and the Illinois Department of Commerce and Economic Opportunity have proposed a bicycle trip officially named the Illinois Great Rivers Ride. The Illinois Great Rivers Ride will begin on Sunday, September 7, 2008 and end on Saturday, September 13, 2008. The ride will begin and end at the Lewis and Clark State Historic Site near Alton, Illinois.

This Agreement is made and entered into between the 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 the "STATE." The LA and STATE jointly agree to the following provisions for the Illinois Great Rivers Ride:

Agreement Provisions

1. As a portion of The Illinois Great Rivers Ride, the roads and streets under the jurisdiction of the LA will be used by participants during the week of September 7-13, 2008. The LA concurs with the use of the route(s) under their jurisdiction.
2. The LA will ensure that no roadway under their jurisdiction along the bike route will be oiled prior to the bike ride, and no roadway work will be performed that will impact bike ride participants.
3. The STATE will furnish and install signs and sign supports along the route of the Illinois Great Rivers Ride at the STATE's expense. There will be no cost for the signing or sign supports to the LA. A copy of the proposed sign is shown on the attached Exhibit.
4. The STATE will install the signs for the Illinois Great Rivers Ride along the LA's right-of-way approximately two to three weeks before the bike ride and after the issuance of this year's insurance policy. The STATE will contact the LA regarding the location of the signs along the route under the LA's jurisdiction prior to installing the signs.
5. The STATE will remove the signs and sign supports from the LA's right-of-way within one week after the bike ride. All signs and sign supports are the property of the STATE and shall not be removed by the LA.

APPROVED BY LA

Name _____

Title _____

Signature _____

Date _____

APPROVED BY STATE

By _____

Title _____

Date _____

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

FREEBURG HOMECOMING COMMITTEE

RECEIVED

JUN 03 2008

Village President
Village Board
Municipal Center
Freeburg, Illinois, 62243

Mayor Ray Danford
Village Board Members

The Freeburg Homecoming Committee respectfully requests your permission to close State Street from Mill Street south to Hill street, west on Hill street to the Freeburg Recreation Park for the purpose of the Freeburg Homecoming parade on Saturday night August 16, at 5:30 PM.. The parade will last approximately one and a half hour.

The parade will end at the Park with the parade floats going right on Fayetteville Road and the marching units going into the park.

Sincerely



Freeburg 2008 Homecoming Co- Chairperson

cc: Mel Woodruff, Freeburg Chief of Police

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 154 OF THE REVISED
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR
COUNTY, ILLINOIS (Subdivision Code)**

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

**TITLE XV, CHAPTER 154, Section 154.23 Drainage, is hereby amended to add
Paragraph (E) as follows:**

- (E) Final grading and drainage features must be maintained in perpetuity by property owners and/or their contractors. Property owners or their contractors shall not alter or modify lot grading in a manner that will prevent continued drainage of the site or alter drainage patterns on the property or on adjacent lots.**

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

_____ DAY OF _____, 2008.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2008

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Stephen R. Wigginton, Village Attorney

§ 154.23 DRAINAGE.

(A) Every land development or subdivision shall make adequate provision to accommodate or dispose of storm water by means of drains, detention storage areas, sewers, catch basins, culverts, and other facilities per the requirements of this chapter. Such facilities are to be maintained by the owners of the subject property or owners of the subdivision through agreement of the appropriate trust indenture or deed restriction or, if deemed appropriate by the Plan and Zoning Commission, dedicated to an appropriate public utility responsible for storm water and maintenance.

(B) Facilities for storm drainage should be designed and constructed so as to prevent any increase in the rate of storm runoff onto adjoining property over that which existed prior to development. Erosion or flooding which existed prior to development shall not be increased by the development of the subdivision or other land development.

(C) The storm drainage system for a proposed subdivision shall be designed to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision or land development. The Village Administrator or designee shall review the proposed system to assure it is sufficient to accommodate existing upstream storm water and any anticipated increase in upstream volume resulting from development permitted by Chapter 155 and adjacent jurisdictions and the estimated development potential of the watershed.

(D) The Village Administrator or designee shall study the effect of each subdivision on the existing downstream drainage facilities both inside and outside the area of the subdivision. Where it is anticipated that an increase in runoff created by the development of the subdivision will overload an existing downstream facility, the Planning and Zoning Commission may withhold approval of the improvement plans and final plat until sufficient provision has been made to eliminate such overload. No subdivision shall be approved unless adequate drainage is provided to an adequate drainage watercourse or catchment and storage facility. Complete hydrologic computations, including but not limited to, outlet velocities, shall be submitted with subdivision improvement plans to support the storm sewer design.

(Ord. 716, passed 3-16-87)

§ 154.24 EROSION AND SEDIMENT CONTROL.

The following standards shall be applied in the subdivision and construction of land areas:

(A) The development shall conform to the natural limitations presented by topography and soil so as to create the least potential for soil erosion.

(B) Natural plant covering shall be retained and protected so far as is consistent with development of the site.

(C) When soil is exposed, the exposure shall be for the shortest feasible period of time.

(D) Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.

(E) Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures shall be installed prior to development when necessary to control erosion.

(F) Provision shall be made to effectively accommodate the increased runoff caused by changed soil and surface conditions during and after development.

(G) Sediment basins, debris basins, desilting basins, or silt traps shall be installed and maintained to remove sediment from runoff waters undergoing development.

(H) Temporary vegetation or, where appropriate, mulching or other non-viable cover shall be used to protect areas exposed during development.

(I) Where the topsoil is removed, sufficient arable soil shall be set aside for respreading over the developed area. The soil shall be restored to a depth of four inches and shall be of a quality at least equal to the soil quality prior to development.

(J) Permanent, final plant covering or structures shall be installed as soon as possible.
(Ord. 716, passed 3-16-87)

§ 154.25 EASEMENTS.

(A) Easements of not less than ten feet in width shall be provided on each side of all front and rear lot lines, and alongside lot lines where necessary for storm and sanitary sewers, gas, water, and other mains, and for electric and telephone lines or for other public utilities. Easements of greater width may be required along or across lots when necessary for the extension of main sewers or other utilities or where both water and sewer lines are located in the same easement. A two foot easement shall be required on one side of and adjacent to an alley to accommodate pole lines.

(B) Adequate easements for storm water drainage shall be established along any natural drainage channel and in such other locations as may be necessary to provide satisfactory disposal of storm water from streets, alleys and all other portions of the subdivision. The location and minimum widths of such easements shall be determined by the Zoning Administrator.

(G) All subdivisions that include existing streets or border on existing streets shall be improved as follows:

- (1) Streets or portions thereof that include subdivision lots on both sides of the street may be improved jointly by the village and the subdivider, if determined by the Board of Trustees, with the subdivider to provide, by paying the cost of labor, material and installation, curb and gutter, and storm sewer and catch basins as required to provide adequate surface water drainage from the subdivision, with the village to provide any additional base and surfacing required. The width of the surface portion of the street and the rights-of-way width shall be established by the Village Board or a designee, which shall generally conform to the width of existing streets in the immediately adjoining area or widths required by the Village Board.
- (2) Streets or portions thereof that include subdivision lots on one side thereof shall be improved the same as under division (G)(1) of this section, except that the subdivider's obligation shall include only the side of the street adjoining the subdivision.

(H) **Alleys.** Alleys, where permitted or required, shall be constructed as specified for local streets.

(I) **Utility Lines.** Underground utilities in streets or rights-of-way or in easements shall be installed prior to the construction of such streets and/or alleys. Wherever possible, utilities will be placed in rear lot easements with street placement permitted in only the most unusual circumstances.

(J) All storm sewer pipe under roadways must be reinforced concrete pipe.

(K) All pavement subgrade shall have soil stabilization by the lime modification method. Application rates and procedures shall be in accordance with Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Section 300. Soil stabilization shall be provided for all pavement subgrades regardless of compaction or stability test results. **(Ord. No. 1212; 03-20-06)**
(Ord. 716, passed 3-16-87)

154.43 STORM SEWERS AND OTHER DRAINAGE APPURTENANCES. In addition to the installation of curbs or gutters along the streets as required by § 154.42, storm sewer systems shall be constructed throughout the entire subdivision to carry off water from all inlets and catch basins and shall be connected to an adequate outfall. Such sewers shall provide for an extension to land lying within the upland drainage area, whether such land is within the subdivision or not. Storm sewers shall be designed by the rational method; and copies of the design computations shall be submitted with the plans. Inlets shall be provided so that surface water is not carried across or around any intersection, nor for a distance of more than 600 feet in the gutter. The storm water drainage system shall be separate and independent of the sanitary sewer system. Surface water drainage patterns shall be shown for each and every individual lot and block. All maintenance to storm water drains on easements to side lots and back lots shall be the responsibility of the property owner.
(Ord. 716, passed 3-16-87)