

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster Law Group, P.C

## NOTICE

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

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, August 21, 2013 at 6:30 p.m.**

### PUBLIC PROPERTY COMMITTEE MEETING AGENDA

#### SWIMMING POOL:

- A. Old Business
    - 1. Punch list items for pool
    - 2. Caregiver pass
  - B. New Business
    - 1. Contractor's Final Pay Request - \$62,992.02
- \*\*\*\*\*
- A. Old Business
    - 1. Approval of July 17, 2013 minutes
    - 2. Safe Routes to School
    - 3. Welcome to Freeburg sign at north end of town
    - 4. MFT
    - 5. Drainage Problem Areas/E. Emily/Southgate Drive/Saxony Lane/Huelsman
    - 6. Shady Lane dispute
    - 7. Cemetery Road
    - 8. Picnic tables at the park
    - 9. Street banners
    - 10. Vehicle inventory
    - 11. E. Emily Curbing Request
    - 12. Sidewalk Repairs
    - 13. Resident Request for Drainage Problem on Southgate Drive
    - 14. Spotlight Concern at Oakbrook Drive/Main St.
  - B. New Business
    - 1. Stop Signs Lone Oak Subdivision/No parking signs for school, Lighthouse Learning
    - 2. Sidewalk Request
    - 3. National Association of Letter Carriers Request
    - 4. St. Joseph Church Request
    - 5. Village Hall Roof Replacement
  - 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)].



**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Tony Funderburg

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Stanley Donald

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

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

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

## **POOL: A. OLD BUSINESS:**

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

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

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

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

## **B. NEW BUSINESS:**

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

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



**STREETS: A. OLD BUSINESS:**

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

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

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

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

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

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



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

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

**B. NEW BUSINESS:**

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

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

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

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

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

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

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



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

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

C. **GENERAL CONCERNS:** None.

D. **PUBLIC PARTICIPATION:** None.

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



Julie Polson  
Office Manager





RECEIVED

AUG 07 2013

Architecture • Interiors • Planning

**TRANSMITTAL**

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

DATE: 8-5-13

PROJECT NO.: 211123

PROJECT: Freeburg Municipal  
Phase I – Pool  
Renovation

ATTN: Mr. Tony Funderburg Village Administrator

WE ARE TRANSMITTING  
 THE FOLLOWING:

<input checked="" type="checkbox"/>	HEREWITH
<input type="checkbox"/>	BLUE LINE PRINTS
<input type="checkbox"/>	REPORT
<input type="checkbox"/>	UNDER SEPARATE COVER

<input type="checkbox"/>	SEPIA PRINTS
<input type="checkbox"/>	SPECIFICATIONS
<input type="checkbox"/>	ORIGINAL DRAWINGS
<input type="checkbox"/>	SHOP DRAWINGS

QUANTITY	DRAWING NO.	DESCRIPTION
1	Copies	Pay Application # 5 - signed
1	Set	Lien Waivers from GC and Sub-Contractors
1	Copy	Certificate of Substantial
1	Copy	Davinroy letter with warranty information

<input checked="" type="checkbox"/>	FOR YOUR INFORMATION/FILES
<input type="checkbox"/>	AS REQUIRED BY CONTRACT
<input type="checkbox"/>	PRELIMINARY
<input checked="" type="checkbox"/>	ISSUED

<input type="checkbox"/>	RETURNED TO YOU
<input type="checkbox"/>	DISPOSITION NOTED
<input type="checkbox"/>	FOR REVIEW AND COMMENT
<input type="checkbox"/>	OTHER

COMMENTS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

cc: File #211123

Sincerely,

E. William Reichert III, AIA, President

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

2

PAGES

TO OWNER:

Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

PROJECT:

Freeburg Pool - Phase I Renovation  
Freeburg Community Park

APPLICATION NO: 5

PERIOD TO: 3-Jul-13

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:

Davinroy Mechanical Contractor, Inc.  
44 Empire Drive  
Belleville, IL 62220  
CONTRACT FOR: General Construction

VIA ARCHITECT:

Doug Buesking  
EWR Associates, Inc  
391 Frank Scott Parkway East  
Fairview Heights, IL 62208  
PROJECT NOS: 211123  
CONTRACT DATE: 28-Nov-11

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 889,671.00
2. Net change by Change Orders \$ 2,050.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 887,621.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 887,621.00
5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00  
(Column D + E on G703)
  - b. % of Stored Material \$  
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 887,621.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 824,628.98
8. CURRENT PAYMENT DUE \$ 62,992.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR:

By:  Date: July 3, 2013  
State of: Illinois County of: St. Clair  
Subscribed and sworn to before me this 4th day of July 3, 2013  
Notary Public: *Janice Doebert*  
My Commission Expires: 2-Apr-14

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

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ **56,276.12**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:  Date: 7-5-13

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

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 5

Contractor's signed certification is attached.

APPLICATION DATE: 3-Jul-13

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

PERIOD TO: 3-Jul-13

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

ARCHITECT'S PROJECT NO: 211123

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)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)  5%
			FROM PREVIOUS APPLICATION (D + E)							
1	Demo	\$113,280.00		\$113,280.00	\$0.00		\$113,280.00	100.00%		\$0.00
2	Site Utilities									
	Labor	\$134,604.00		\$131,911.92	\$2,692.08		\$134,604.00	100.00%		\$0.00
	Materials	\$19,221.00		\$18,836.58	\$384.42		\$19,221.00	100.00%		\$0.00
3	Concrete Paving									
	Labor	\$42,300.00		\$31,725.00	\$10,575.00		\$42,300.00	100.00%		\$0.00
	Materials	\$97,400.00		\$73,050.00	\$24,350.00		\$97,400.00	100.00%		\$0.00
4	Fencing									
	Labor	\$12,220.00		\$0.00	\$12,220.00		\$12,220.00	100.00%		\$0.00
	Materials	\$26,600.00		\$15,000.00	\$11,600.00		\$26,600.00	100.00%		\$0.00
5	Cast-in-place Concrete									
	Materials	\$13,500.00		\$10,800.00	\$2,700.00		\$13,500.00	100.00%		\$0.00
6	Masonry									
	Materials	\$9,600.00		\$7,200.00	\$2,400.00		\$9,600.00	100.00%		\$0.00
7	Carpentry, Shingles, Siding,									
	Doors, Hardware	\$18,300.00		\$0.00	\$18,300.00		\$18,300.00	100.00%		\$0.00
8	Painting									
	Materials	\$1,200.00		\$0.00	\$1,200.00		\$1,200.00	100.00%		\$0.00
9	Perimeter Gutter Systems,									
	PVC Membrane	\$46,046.00		\$41,441.40	\$4,604.60		\$46,046.00	100.00%		\$0.00
	Labor	\$69,700.00		\$55,760.00	\$13,940.00		\$69,700.00	100.00%		\$0.00
10	Filtration, Recirculation,									
	Chemical Equipment	\$61,500.00		\$60,270.00	\$1,230.00		\$61,500.00	100.00%		\$0.00
	Materials	\$149,500.00		\$146,510.00	\$2,990.00		\$149,500.00	100.00%		\$0.00
11	Plumbing, Mechanical									
	Labor	\$23,700.00		\$23,226.00	\$474.00		\$23,700.00	100.00%		\$0.00
	Materials	\$34,200.00		\$33,516.00	\$684.00		\$34,200.00	100.00%		\$0.00
12	Electrical									
	Labor	\$16,800.00		\$16,464.00	\$336.00		\$16,800.00	100.00%		\$0.00
	Materials	(\$12,850.00)		\$0.00	(\$12,850.00)		(\$12,850.00)	100.00%		\$0.00
13	Change Order No #1	10,800.00			10,800.00		10,800.00	100.00%		\$0.00
14	Change Order No #2									
	<b>GRAND TOTALS</b>	\$887,621.00		\$778,990.90	\$108,630.10	\$0.00	\$887,621.00	100.00%	\$0.00	\$0.00

Partial Waiver of Lien

STATE OF ILLINOIS

St. Clair County } Ss.

July 3, 2013

TO ALL WHOM IT MAY CONCERN:

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

NOW, THEREFORE, this 3rd Day of July, 20 13, for and in consideration of the sum of Sixty Two Thousand Nine Hundred Ninety Two and 02/100\*\*Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises, by virtue of said contract.

(Affix Corporate Seal Here)

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

ATTEST: [Signature]
TITLE: Secretary
(Secretary)

ALWAYS MAKE AND RETAIN AN EXACT COPY

Subscribed and sworn to before me this 3rd day of July 20 13.

My commission expires [Signature]
"OFFICIAL SEAL"
JANICE DOEBERT
Notary Public, State of Illinois
My Commission Expires 4 / 02 /14
Notary Public [Signature]

**Final Waiver of Lien**

STATE OF Illinois

} Ss.

July 3, 2013

St. Clair County

**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned Davinroy Mechanical Contractor, Inc. has been employed by Davinroy Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Eight Hundred Eighty Seven Thousand Six Hundred Twenty One and no/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

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

(Affix Corporate Seal Here)

Mark Davis  
TITLE: President  
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: Mark Davis  
TITLE: Secretary  
(Secretary)

Subscribed and sworn to before me this 3<sup>rd</sup> day of July 2013.

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

Notary Public Janice Doebert

Final Waiver of Lien

STATE OF ILLINOIS

SANGAMON } Ss.  
County

June 27, 2013

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Evens-Mason, Inc. has been employed by Davinroy Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of One Hundred Forty Six Thousand Nine Hundred Sixty Four and 16/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 2<sup>ND</sup> day of JULY, 2013.

(Affix Corporate Seal Here)

Reister J. Mason  
TITLE: President  
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: Joseph Heblend  
TITLE: SECRETARY  
(Secretary)

Subscribed and sworn to before me this 2<sup>ND</sup> day of JULY 2013

My commission expires 3-19-16.

Notary Public Carey L Barber  
OFFICIAL SEAL  
CAREY L BARBER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 03/19/16

Final Waiver of Lien

STATE OF Illinois

} Ss.

July 2, 2013

St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Belleville Fence has been employed by Davinroy Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Thirty Nine Thousand Five Hundred Twenty and no/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

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

(Affix Corporate Seal Here)

Jerry Ryan  
TITLE: President  
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: Douglas Ryan  
TITLE: Secretary  
(Secretary)

Subscribed and sworn to before me this 2<sup>nd</sup> day of July 2013.

My commission expires 6/2/14.

Notary Public Carole Wells





Final Waiver of Lien

STATE OF Illinois

} Ss.

September 17, 2012

St. Clair County

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Rain Drop has been employed by Davinroy Mechanical Contractor, Inc. to furnish labor and/or materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Seventeen Thousand Five Hundred Seventy and no/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

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

(Affix Corporate Seal Here)



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

Gly Beth  
TITLE: Chief Financial Officer  
(President or Vice President)

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: Laurie Evans  
TITLE: Acct Clerk  
(Secretary)

Subscribed and sworn to before me this 24<sup>th</sup> day of September 2012.

My commission expires March 8, 2016

Notary Public Laurie Evans

Final Waiver of Lien

STATE OF RHODE ISLAND

KENT } Ss.  
County

June 7, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Neptune-Benson has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Nineteen Thousand Fifteen and 02/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

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

(Affix Corporate Seal Here)



TITLE: CFO  
(President or Vice President)

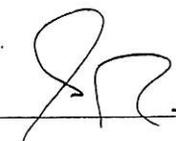
ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Secretary)

Subscribed and sworn to before me this 12<sup>th</sup> day of June 2012.

My commission expires 8/31/13

Notary Public 

**Final Waiver of Lien**

STATE OF Illinois

St. Clair County } Ss.

July 17, 2012

**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned Midwest Pool and Court Co has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

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

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

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

[Signature] Chad Forbes

TITLE: VP  
(President or Vice President)

ATTEST: [Signature]

TITLE: Secret  
(Secretary)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

My commission expires \_\_\_\_\_.

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

Final Waiver of Lien

STATE OF Louisiana  
St. Tammany Parish } Ss.  
County

October 12, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Superior Pool Products, LLC has been employed by Davinroy Mechanical Contractor, Inc. to furnish Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Forty Thousand Two Hundred Forty Nine and 34/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under "An Act to Revise the Law in Relation to Mechanics' Liens," approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 18<sup>th</sup> day of OCTOBER, 2012.

(Affix Corporate Seal Here)

Connie Dickinson  
TITLE: CONNIE DICKINSON  
(President or Vice President) Sr. Corporate Credit Asst.

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(Secretary)

Subscribed and sworn to before me this 18<sup>th</sup> day of October 2012.

My commission expires AT Death

Notary Public [Signature]

**Final Waiver of Lien**

STATE OF Illinois

St. Clair County } Ss.

August 22, 2012

**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned Hagarty Iron Working Co., Inc. has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of One Thousand Twelve and 50/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Given under our hand and seal on this 27 day of August, 2012.

(Affix Corporate Seal Here)

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

ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(Secretary)

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

My commission expires March 3, 2014.

Notary Public [Signature]



Final Waiver of Lien

STATE OF Missouri

St. Charles } Ss.  
                          } county

April 19, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Tulley Equipment Co. has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Three Thousand Five Hundred Fifty Three and No/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Invoice #3130

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

(Affix Corporate Seal Here)

C. T.  
TITLE: GM  
(President or Vice President)

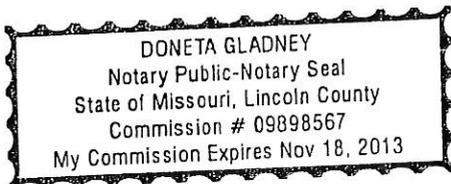
ALWAYS MAKE AND RETAIN AN EXACT COPY

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(Secretary)

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

My commission expires \_\_\_\_\_

Notary Public Doneta Gladney



Final Waiver of Lien

STATE OF MO

St. Louis } Ss.  
County

April 19, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Concrete Coring Company. has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration of Seventeen Thousand Ninety Five and No/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

Invoice #17508 and #17537

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

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY



TITLE: President  
(President or Vice President)

ATTEST: Matt Mills

TITLE: Project Manager  
(Secretary)

Subscribed and sworn to before me this 23<sup>rd</sup> day of April 2012.

My commission expires October 16, 2014

Notary Public Christina N. Lynch

CHRISTINA N. LYNCH  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for St. Louis County  
My Commission Expires: October 16, 2014  
ID. #10393168

Final Waiver of Lien

STATE OF Illinois

St. Clair County } Ss.

June 7, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned Joseph Becker has been employed by Davinroy Mechanical Contractor, Inc. to furnish Labor and/or Materials for the project known as Freeburg Pool Renovations – Phase I. Situated in the Village of Freeburg County of St. Clair and State of Illinois of which Village of Freeburg is the Owner.

NOW, THEREFORE, that we the undersigned for and in consideration Nine Thousand Six Hundred and 00/100\*Dollars the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim, or right of lien on said above described project and premises under “An Act to Revise the Law in Relation to Mechanics’ Liens,” approved May 18<sup>th</sup>, 1903, in force July 1<sup>st</sup>, 1903, together with all amendments thereto and all the lien laws of the State of Illinois, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said Davinroy Mechanical Contractor, Inc. for said project or premises.

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

(Affix Corporate Seal Here)

ALWAYS MAKE AND RETAIN AN EXACT COPY

[Signature]  
TITLE: V.P.  
(President or Vice President)

ATTEST: [Signature]  
TITLE: Sec / Treasurer  
(Secretary)

Subscribed and sworn to before me this 14<sup>th</sup> day of JUNE 2012.

My commission expires 5-17-14

Notary Public [Signature]

Dropped off at  
Circuit Clerk on  
6/20/13

IN THE CIRCUIT COURT  
TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS

FILED  
ST. CLAIR COUNTY  
JUN 14 2013  
67  
H. Keith A. Clay  
CIRCUIT CLERK

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

Cause No. 13-CH-0249

**AGREED DEPOSIT ORDER**

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

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

# ST. CLAIR COUNTY GOVERNMENT RECEIPT

DATE 6-20-2013

NO. **080200**

RECEIVED FROM Village of Freeburg

ADDRESS 14 Southgate Center Freeburg IL 62243

FOR Escrow Deposit 13-CH-249

ISSUED BY D. Holzauer

OFFICE Circuit Clerk

\$ \_\_\_\_\_ CASH  
\$ 6715.30 CHECK # 46055  
\$ \_\_\_\_\_ CREDIT CARD  
\$ \_\_\_\_\_ MONEY ORDER

PRINTIT PLUS

CUSTOMER

# Davinroy Mechanical Contractor, Inc.

---

44 Empire Drive  
Belleville, IL 62220-3415

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

## M E M O

**TO:** Doug Buesking  
EWR Associates

**FROM:** Mark Davinroy/jd

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

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

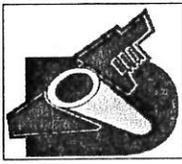
Enclosed is the following:

3 original copies of Pay Request #5 dated July 3, 2013

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

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

Thank you.



## Davinroy Mechanical Contractor, Inc.

---

44 Empire Drive  
Belleville, IL 62220-3415

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

July 3, 2013

Attn: Doug Buesking  
EWR Associates

RE: Freeburg Pool Renovations – Phase I

Doug,

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

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

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

1. Installed 3" posts on fencing (Not 2½")
2. Installed rip-rap at the outfall pipe with fabric
3. Installed 1" backflow preventer and additional piping and copper fittings and valves for the potable and non-potable water lines from existing pump room
4. Ran separate 1" piping to yard hydrants (non-potable) and separate 1" piping to potable piping
5. Installed separate valves and piping in new pump house for potable and non-potable piping

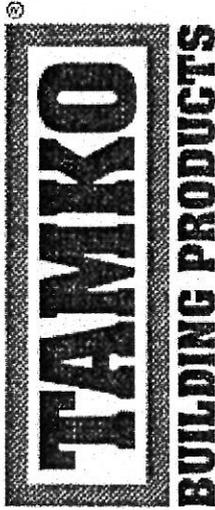
Enclosed are the following documents:

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

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

Sincerely,

Mark Davinroy  
President  
Davinroy Mechanical Contractor, Inc.



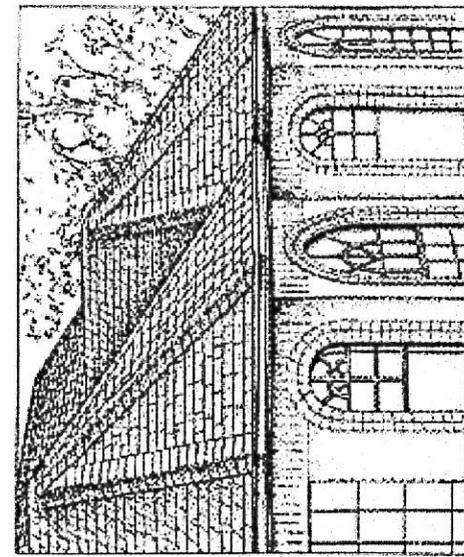
IT IS REQUESTED THAT YOU READ THIS ENTIRE WARRANTY CAREFULLY BEFORE YOU SIGN IT. THIS WARRANTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE TAMKO LIMITED WARRANTY AGREEMENT. ALL APPLIED WARRANTIES ARE LIMITED TO THE EXTENT OF THIS LIMITED WARRANTY. TAMKO BUILDING PRODUCTS ASSUMES NO LIABILITY FOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED ABOVE.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED. IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATION INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

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

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

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



## BUILDING PRODUCTS FOR THE PROFESSIONAL.

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



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



TAMKO®, Elements®, EverGrain®, Envision®, Heritage®, MetalWorks®, Tam-Rail®, Vintage® and WoodGuard® are registered trademarks and Marquee™ is a trademark of TAMKO Building Products, Inc.  
© 2013 TAMKO Building Products, Inc.

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

Owner's Name \_\_\_\_\_  
Address Where Applied \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
State \_\_\_\_\_

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

Number of Sales Squares \_\_\_\_\_  
Color \_\_\_\_\_  
Date of application of Shingles \_\_\_\_\_  
Total cost of Shingles \_\_\_\_\_  
Total cost of Shingle application \_\_\_\_\_  
Contractor's Name \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Date \_\_\_\_\_

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

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

**"High Wind Application"** means application of Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles to shingles installed with any of the fasteners in the locations specified for high wind application, and using TAMKO starter shingles at eaves and rakes. See local building codes for additional nailing requirements. If High Wind application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

**"Labor Payment Certificate"** means a certificate issued by TAMKO that will be returned to pay some or all of the reasonable cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty.

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

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

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

**"Purchase"** means someone who purchases from the Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first two (2) years for Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles or within the first two (2) years for Elite Glass-Seal and Glass-Seal Shingles and the Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

**"Sales Square"** means 98.4 square feet for Heritage, Heritage IR, Heritage Woodgate and Heritage Premium shingles produced in Tuscaloosa, AL, Gadsden, TX, Phillipsburg, KS, or Joplin, MO and metric sized Heritage shingles produced in Frederick, MD. "Sales Square" means 98.5 square feet for standard size Heritage and Heritage Woodgate, and 100 square feet for standard size Heritage Premium Shingles produced in Frederick, MD. "Sales Square" means 100 square feet for Heritage Vintage shingles produced in Phillipsburg, KS. "Sales Square" means 100 square feet for Elite Glass-Seal and Glass-Seal shingles produced in Frederick, MD, Tuscaloosa, AL, and Joplin, MO.

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

**"TAMKO"** means TAMKO Building Products, Inc.

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

**TABLE 1**

SOURCE	TERM	FULL START PERIOD	HIGH WIND APPLICATION WIND VELOCITY (MPH)	LIMITED WARRANTY PERIOD	WIND VELOCITY (MPH)
Elite-Seal	240 months	3 yrs	80	5 yrs	5 yrs
Elite Glass-Seal	360 months	5 yrs	80	5 yrs	5 yrs
Heritage	360 months	15 yrs	110	15 yrs	15 yrs
Heritage IR	360 months	15 yrs	120	15 yrs	15 yrs
Heritage Woodgate	360 months	15 yrs	110	15 yrs	15 yrs
Heritage Premium	500 months	20 yrs	110	15 yrs	15 yrs
Heritage Vintage	500 months	20 yrs	120	15 yrs	15 yrs

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



Glass-Seal

**TAMKO Full Start Period:** If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO's option, the reasonable cost of replacement shingles) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement shingles, according to the terms of this Limited Warranty. This is TAMKO's Maximum Liability during the Full Start Period.

**After the Full Start Period:** If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to repairing or replacing such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the life of this Limited Warranty. This is TAMKO's Maximum Liability after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300 month warranty Term, TAMKO's Maximum Liability is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Owner.

Both during and after the Full Start Period, the extent of replacement is at the sole discretion of TAMKO. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, flashings, metal work, etc. TAMKO is not responsible for the cost of tear-off, removal or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired, replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is sensed. Replacement shingles will be warranted only for the remainder of the original Term. Tender of TAMKO's Maximum Liability shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

**Notification to TAMKO:** The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. The notice must include documentary proof of purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

**Right of Inspection and Time for Payment:** TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles for



Elite Glass-Seal

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

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

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



Heritage, Heritage Woodgate

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

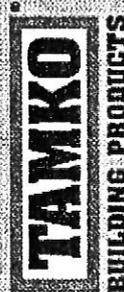
Heritage® Series Product and Limited Warranty Enhancements (Effective on purchases beginning February 1, 2011)

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

\*Heritage® Vintage® standard application requires 5 nails.

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

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



[tamko.com](http://tamko.com)



**James Hardie®  
Siding Products**

with ColorPlus® Technology

## Express Limited Finish Warranty

**1. LIMITED WARRANTY COVERAGE - FINISH:** James Hardie Building Products, Inc. ("Hardie") warrants (for installation within the U.S. and its trust territories, as well as Canada) to the purchaser and all transferees prior to and including the first owner of the structure to which the product is applied and the first transferee of such structure (each a "covered person") that the ColorPlus® Finish will be free from defects. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, James Hardie's ColorPlus finish with ColorPlus Technology, for a period of 15 years from the date of purchase: (a) will not peel (b) will not crack, and (c) will not chip. James Hardie, in its sole liability and in lieu of any direct, indirect or consequential damages will, during the first year, reimburse the covered person for reasonable fees for paint and labor (an amount not to exceed \$1.00 per square foot). During the 2nd through 15th year, the warranty payment shall be reduced by 6.67% such that after the 15th year no warranty shall be applicable. Hardie's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty **SHALL BE THE SOLE EXCLUSIVE REMEDY** available to the covered person with respect to any defect.

- 2. CONDITIONS OF WARRANTY:** Hardie's liability hereunder to the covered person shall be subject to the following terms and conditions:
- A. The claimant must provide proof that he/she is a covered person.
  - B. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. Installing wet product may result in staining or shrinkage, neither of which is covered under the terms of this warranty.
  - C. The Product must be installed according to Hardie's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the product per the manufacturer's published instructions does affect Product performance and may void this Warranty.
  - D. The covered person must provide written notice to James Hardie Building Products, Inc. within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Hardie to investigate the claim. Photos of the product, showing the defect or failure, must accompany the notice. Product samples may be required by the Claims Department.
  - E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Hardie or Hardie's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

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

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

**4. DISCLAIMER:**

The statements in this Warranty constitute the only warranty extended by Hardie for the Product. **HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.** This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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

**6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:** Hardie shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

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

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

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

**PROJECT:**  
*(Name and address)*  
Freeburg Municipal Pool - Phase I Pool  
Renovation  
Freeburg Community Park

**PROJECT NUMBER:** 211123/  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** 11-28-2011

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**

**TO OWNER:**  
*(Name and address)*  
Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

**TO CONTRACTOR:**  
*(Name and address)*  
Davinroy Mechanical Contractor, Inc.  
44 Empire Drive  
Belleville, IL 62220

**FIELD:**   
**OTHER:**

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

Complete project.

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

**Warranty**

1 year - Main Pool  
2 year on Pool Deck  
1 year - Wading Pool

**Date of Commencement**

October 30, 2012

June 28, 2013

EWR Associates, Inc.

ARCHITECT

*[Signature]*  
BY

November 6, 2012

DATE OF ISSUANCE

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

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

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

Davinroy Mechanical Contractor

CONTRACTOR

*[Signature]*  
BY

*6-30-13*  
DATE

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

Village of Freeburg

OWNER

*[Signature]*  
BY

*8/2/13*  
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



---

391 Frank Scott Parkway East, Fairview Heights, Illinois 62208 • (618) 236-2000 • Fax (618) 236-2004

---

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

### **PROJECT NAME:**

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

**EWR PROJECT# 211123**

**Inspection Date: October 29, 2012**

**Punch List updated: 5-8-13**

**Punch List updated: 6-11-13**

**Inspection Performed By: Doug Buesking**

### **ITEM NO. LOCATION AND DESCRIPTION**

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

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

The list above includes items observed at the time of the inspection. Additional items may be added to this list for areas not available to inspection. Correction of these items will provide a substantially completed project. Failure to include an item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents

General Contractor (G.C.) to verify all mechanical, electrical, and plumbing systems have been inspected and working properly. G.C. to provide all closeout submittals, as built drawings, warranties and owner training of systems operation as specified in the project manual and as required by contract. The Owner may add additional items to this punch list.

Punch List by EWR Associates, Inc.

**END OF PUNCH LIST**

## DEVIATIONS FROM ORIGINAL CONTRACT DOCUMENTS

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

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

## Punch List Report

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

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



Engineers  
Architects  
Planners

Report Date: October 30, 2012

By: Roger Hagemann, Ed Zuger

Visit Time and Date: 2:30PM 10/29/12

Weather Conditions: Clear, Mild

cc: GPM, file

Project Name: Freeburg Pool

Project Number: 11136.00

Status of Construction: Complete

### Discussion:

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

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

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Tony Funderburg

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Stanley Donald

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Niebruegge/Smith/Pruett)  
Wednesday, July 17, 2013 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:31 p.m. on Wednesday, July 17, 2013, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

## **POOL: A. OLD BUSINESS:**

1. Pool: John said we are not ready to close out this project. His main issue is the problem with the caulking. Once Davinroy is back in town, he will set up a meeting where all the parties can be present and review the punch list.
2. Caregiver pass: We will decide what we want to do about this before next season. We also talked about putting pictures on the season passes.

## **B. NEW BUSINESS:**

1. Health Department Inspection Report: John said the Health Department came out a while back and gave suggestions on how to properly maintain the concession stand. They inspected the stand on June 24<sup>th</sup> and we passed with no violations.
2. Chairs for Pool: Tony found some sturdy Adirondack-styled plastic chairs at Lowes - \$17 or Walmart - \$12. He would like to purchase some for the splash area with the revenue received from video gaming. The committee agreed with the request not to exceed \$400.
3. Summary of Pool Revenue: Summary sheets from 2011 and 2013 to date were provided.

## **STREETS: A. OLD BUSINESS:**

1. Approval of June 19, 2013 minutes: Trustee Steve Smith motioned to approve the June 19, 2013 minutes and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
2. Safe Routes to School: Administrator Funderburg stated the Main Street project is moving quickly. Steve said we need to check the grant because he thinks the Main St. grant includes replacing the sidewalk from Main St. to Richland on W. St. Clair. John said we obtained the easement from Hoffarths to

Street Committee Meeting Minutes  
Wednesday, July 17, 2013  
Page 1 of 3



complete the culvert work which should make that whole area drain better. John said TWM has had a guy out there the entire time and appreciates that very much. We have a pay request from each SRTS project to submit for payment.

*Trustee Steve Smith motioned to recommend to the full Board we pay Rhutasel & Associates' Invoice #5 in the amount of \$3,662.77 for the SFTS project and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*

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

3. Welcome to Freeburg Sign: Tony talked to Mark White about the cost of the signs. He cannot match the lower price. Tony would like to start over, get the correct design and possibly bid it out. Mark said if we construct the sign with the foam, it won't hold up as long as we would want it to.
4. MFT: John said the guys are preparing Westview, Koesterer and Turkey Hill Lane for the MFT work this year. He is also going to include 4 alleys.
5. Drainage Problem Areas: John said we had reworked Emily Street and another resident is complaining. She wants curb and gutter. He will go out and look at the situation again. He talked to John Harryman about the Carpenter situation. Carpenters are getting all of the runoff from Helms' field. Harryman told John if we reroute that drainage, he would sue us. He is going to meet with Harryman and discuss several drainage problem areas because Harryman has some ideas about them. John has Netemeyer's suggestions on the drainage problem areas and he will try to address them once the SFTS project on Main St. is complete.
6. Shady Lane Dispute: Tony is waiting on Gale Hake to complete their work.
7. Cemetery Road: Nothing new.
8. Picnic tables at the park: John will order the tables.
9. Street banners: Seth will talk to Sheila about this
10. Vehicle inventory: Nothing new.
11. E. Emily Curb Request: See number 5 above.
12. Huelsman Request: John talked to Bobby Huelsman and said we are going to work with them on this but there is no money in this year's budget.
13. Crew Worker Position: Interviews are scheduled for July 24<sup>th</sup> and August 5<sup>th</sup>.
14. Sidewalk repairs: John said we need to create a priority list of the sidewalks that need repairs and address them when we can. Elizabeth suggested using



some of the proceeds from video gaming for sidewalk repairs. We will combine this with the Complete Streets item under new business tonight.

**B. NEW BUSINESS:**

1. Resident Request for Drainage Problem on Southgate: John said we've looked at this problem several times. There is poor drainage at the curve on Southgate and it would involve doing work on private property. He said it is not an easy fix and would require the cooperation of the affected homeowners.
2. Resolution for Homecoming Parade: Julie said this is the standard resolution used for the homecoming parades.

*Trustee Steve Smith motioned to recommend to the full Board the Homecoming Parade Resolution for approval and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*

3. Complete Streets: Tony attended the seminar on Complete Streets. IDOT and many other communities are endorsing this program. In order to participate in this program, we should adopt the resolution which will help obtaining grant money. as a community, we need to think about how to help our residents get to different places in the community safely.
4. IDNR Response to Drainage Problem on Saxony Lane: We have not heard anything else from Rynders since our response to his FOIA request. His culvert needs to be enlarged to handle the drainage.
5. Stop Signs at Emily/Cherry, Emily/Vine, St. Clair/Belleville and Mill/Cherry: The committee was fine with the recommended stop sign additions and Tony will prepare an ordinance for the next board packet.

**C. GENERAL CONCERNS:** Tony said we have a concern over the stoplight on Route 15 and Oakbrook Dr. The light sequence needs to be changed as well as the timing of the light. He will call IDOT and start the discussions with them. Also, he received a request from Lighthouse Learning Center to put, "no parking between signs," in their drop off area. Renters from the nearby apartments are blocking the entrance. We will take that request to the next police committee meeting.

**D. PUBLIC PARTICIPATION:** Janet wants a bike path from the bus garage into town. Steve looked into sidewalks from the subdivisions on Freeburg Douglas Road into town but it would be well over the \$200,000 grant.

**E. ADJOURN:** *Trustee Steve Smith motioned to adjourn the meeting at 7:22 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager



**Invoice**

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



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

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

Project T25100115A Freeburg - Safe Routes To School Grant

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

**Professional Personnel**

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

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

Telephone 618.624.4488

Fax 618.624.6688



**Invoice**

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



RECEIVED

AUG 01 2013

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

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

Project T25100115A Freeburg - Safe Routes To School Grant

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

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

**Professional Personnel**

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

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

Telephone 618.624.4488

Fax 618.624.6688



**Invoice**

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



RECEIVED

AUG 01 2013

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

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

Project T25100115B Freeburg-Safe Routes To School-Drainage Analysis

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

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

**Professional Personnel**

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

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

Telephone 618.624.4488

Fax 618.624.6688





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

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

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

PTB / Item # \_\_\_\_\_  
Route FAU 9369  
Section 12-00024-00-SW  
Phase \_\_\_\_\_

Project SRTS-4009(149)  
County St. Clair  
Job No. P-98-311-12

Consultant's Job Number  41712
--------------------------------------

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

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

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

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

Approved  
IDOT Rep. \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Checked \_\_\_\_\_ Date: \_\_\_\_\_

Consultant: Rhutasel and Associates, Inc.  
By / Date: *Sidney W. LeGrand* 8/7/13  
(Name) Sidney W. LeGrand  
(Title) Secretary

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







Rhutasel and Associates, Inc.  
Timesheet for the period ending 7/15/13

Employee 071 SID LEGRAND

Signed \_\_\_\_\_  
Approved \_\_\_\_\_

**Posted**

	Mon 07/01	Tue 07/02	Wed 07/03	Thu 07/04	Fri 07/05	Sat 07/06	Sun 07/07	Mon 07/08	Tue 07/09	Wed 07/10	Thu 07/11	Fri 07/12	Sat 07/13	Sun 07/14	Mon 07/15
<b>Profit Center: FR:TR</b>															
8 Task FTR															
	HOLIDAY														
	FREEBURG TRANSPORTATION HOLIDAY														
				8.00											
10 Task COR															
	BUSINESS DEVELOPMENT														
	CORPORATE BUSINESS DEVELOPMENT														
	2.00							2.00							1.00
	<small>07/01 Red Bud City Council Meeting. 07/08 Lebanon City Council Meeting.</small>														
40112 Task 402															
	O'FALLON - MILBURN SCHOOL RD - PH 3&4														
	PRE-FINAL ROAD PLANS														
	1.00									1.00					
40113 Task 401															
	O'FALLON - MSR - OCR ROUNDABOUT														
	PDR														
	1.00									1.00					
4 Task FTR															
	Sick Leave														
	FREEBURG TRANSPORTATION SICK LEAVE														
		2.50	2.00												
40713 Task 450															
	O'FALLON - LINCOLN AVENUE ERP - CONST														
	CONSTRUCTION OBSERVATION														
		1.00													
40613 Task 402															
	ST CLAIR CO - ENGELMANN FARM														
	PLANS / SPECS														
			1.00												2.00
40612 Task 005															
	IDOT 8 INSPECTION PTB 160/20														
	WORK ORDER #5														
		1.00								1.00					
Task 006															
	WORK ORDER NO. 6														
		1.00						1.00							
40813 Task 406															
	O'FALLON - WASHINGTON ST. REVISIONS														
	ENGINEERING														
41712 Task 402															
	FREEBURG - SAFE ROUTE TO SCHOOLS														
	PRELIMINARY ROAD PLANS														
										1.00					

Client: 6595 - O'FALLON, CITY OF  
Client: 6595 - O'FALLON, CITY OF  
Client: 6595 - O'FALLON, CITY OF  
Client: 8012 - ST. CLAIR COUNTY  
Client: 4323 - IDOT DISTRICT 8  
Client: 6595 - O'FALLON, CITY OF  
Client: 3280 - FREEBURG, VILLAGE OF

Employee 071

SID LEGRAND

Signed \_\_\_\_\_

Approved \_\_\_\_\_

**Posted**

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

Client: 4323 - IDOT DISTRICT 8

Client: 6595 - O'FALLON, CITY OF

Client: 3280 - FREEBURG, VILLAGE OF

Client: 5370 - LEBANON, CITY OF

Employee 086 ANTHONY SCHENK

Signed \_\_\_\_\_  
Approved \_\_\_\_\_

**Posted**

Profit Center:	FR:TR	Total	Mon 07/01	Tue 07/02	Wed 07/03	Thu 07/04	Fri 07/05	Sat 07/06	Sun 07/07	Mon 07/08	Tue 07/09	Wed 07/10	Thu 07/11	Fri 07/12	Sat 07/13	Sun 07/14	Mon 07/15
2	GENERAL & ADMINISTRATIVE LABOR																
Task FTR	FREEBURG TRANSPORTATION GEN & ADMIN LABR	7.50	1.00	0.50	1.50					1.00	0.50	0.50	1.00	1.00			0.50
	61115 Reg.		07/01 Time Sheet, ect. Client: 6230 - NEW ATHENS, VILLAGE OF														
20613	NEW ATHENS - JOHNSON ST IMPROVEMENTS																
Task 100	DESIGN	3.00	2.50		0.50												
41712	FREEBURG - SAFE ROUTE TO SCHOOLS																
Task 401	ENVIRONMENTAL COORDINATION	2.25	2.25														
Task 402	PRELIMINARY ROAD PLANS	2.25	2.25														
40813	O'FALLON - WASHINGTON ST. REVISIONS																
Task 406	ENGINEERING	1.00		0.50													0.50
			07/15 Coordination w/QTE Client: 6595 - O'FALLON, CITY OF														
10	BUSINESS DEVELOPMENT																
Task FTR	FREEBURG TRANSPORTATION BUSINESS DEVELOP	1.00		0.50													0.50
			07/02 Misc. Projects 07/15 Misc. Projects Client: 6595 - O'FALLON, CITY OF														
41412	O'FALLON - VENITA FACILITIES - DRAINAGE																
Task 401	GRADING & DRAINAGE	15.00		6.00	5.00						0.50	1.50	1.00				1.00
			07/02 Revisions per 95% meeting w/client, preparing final plans and review of meeting minutes 07/03 Fence Drawings and Specs 07/09 Fence Revisions 07/10 Printing plans for Permit 07/11 Spec revisions per Architech Comments 07/15 Plan review checklist revisions Client: 6595 - O'FALLON, CITY OF														
10	BUSINESS DEVELOPMENT																
Task FTR	FREEBURG TRANSPORTATION BUSINESS DEVELOP	7.00		3.00							3.50						0.50
			07/02 ITEP Meeting at Lebanon Township 07/09 ITEP Letters of Support, Resolution, Coordination Client: 5947 - CITY OF MT. VERNON														
41512	MT. VERNON - N. 34TH ST. RECONSTRUCTION																
Task 030	P, S & E	3.50			0.50						3.00						
			07/03 Revisions														

Employee 086 ANTHONY SCHENK

**Posted**

Signed \_\_\_\_\_  
Approved \_\_\_\_\_

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



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

Employee 016 MARK A. LUECHTEFELD

Signed \_\_\_\_\_  
Approved \_\_\_\_\_

**Posted**

Profit Center:	FR:TR	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
		07/16	07/17	07/18	07/19	07/20	07/21	07/22	07/23	07/24	07/25	07/26	07/27	07/28	07/29	07/30	07/31
2	GENERAL & ADMINISTRATIVE LABOR FREEBURG TRANSPORTATION GEN & ADMIN LABR	8.00	3.50		5.00		4.00	6.00	2.00	3.00	4.00				8.00	7.00	6.00
	61147 Reg.	56.50															
		07/16 Standard blocks for ACAD 07/17 Standard blocks for ACAD 07/19 Standard blocks for ACAD 07/22 Assisting Tim K with files, Standard blocks for ACAD 07/23 Standard blocks for ACAD 07/24 Standard blocks for ACAD 07/25 Standard blocks for ACAD 07/26 Standard blocks for ACAD 07/29 Standard blocks for ACAD 07/30 Standard blocks for ACAD 07/31 Standard blocks for ACAD															
41706	O'FALLON - HWY 50 / VENITA INTERSECTION FINAL ROAD PLANS		4.50		3.00												
	20550 Reg.	7.50															
5	VACATION FREEBURG TRANSPORTATION VACATION						1.00					4.00					
	60147 Reg.	13.00															
41706	O'FALLON - HWY 50 / VENITA INTERSECTION FINAL ROAD PLANS		8.00														
	04550 Reg.	3.00															
40613	ST CLAIR CO - ENGELMANN FARM PLANS / SPECS							3.00									
	20550 Reg.	1.50															
41712	FREEBURG - SAFE ROUTE TO SCHOOLS FINAL PS&E							1.00		0.50							
	04547 Reg.	1.00															
20513	FREEBURG WASTEWATER COLLECTION PH 1B-1 DESIGN							1.00									
	04547 Reg.	1.00															
11	PROMOTION FREEBURG TRANSPORTATION PROMOTION								1.00								
	17547 Reg.	6.00															
20113	O'FALLON - UTILITY STUDY FIRE DEPT FACIL SEWER DESIGN									5.00							1.00
	04547 Reg.	2.50															

07/24 Lebanon Township Bike Trail Exhibits  
07/31 Red Bud Sidewalks and Pedestrian safety exhibits

Client: 6595 - O'FALLON, CITY OF

Client: 6595 - O'FALLON, CITY OF

Client: 8012 - ST. CLAIR COUNTY

Client: 3280 - FREEBURG, VILLAGE OF

Client: 3280 - FREEBURG, VILLAGE OF

Client: 6595 - O'FALLON, CITY OF



**PRINTING & COPIES**

DATE	PROJECT	JOB #	PHASE	DEPT.	TYPE	SIZE	QUANTITY	CHARGEABLE (Y or N)	INITIALS
4-24-13	Wash. Co. Hwy. 13	40611	403	FTR	Copy	8 1/2 x 11	680	Y	KAW
4-26-13	2013 Elev. Cont. - Board	30113		FSU	Color	8 1/2 x 11	6	Y	GAH
5-1-13	St. Clair Co.	40213	461	FTR	Copy	8 1/2 x 11	147	Y	KAW
5-1-13	"	"	"	"	Color "	8 1/2 x 11	56	Y	KAW
5-2-13	Wash. Cty. - Hwy 13	40611	403	FTR	Copy	11 x 17	37	Y	mrl
5-3-13	St. Clair Co. - Baldwin Road	41710	403	FTR	"	"	47	Y	AAS
5-8-13	Marissa Sewer Imp.	20412	030	FEN	Copy	8 1/2 x 11	459	Y	KAW
5-8-13	Marissa Sewer Rehab	20412	030	FEN	"	"	549	Y	KAW
5-16-13	Ailton Street	42009	401	FTR	"	11 x 17	66	Y	AAS
5-21-13	O'Fallon Bike Trail	41311	402	FTR	Copy	8 1/2 x 11	548	Y	KAW
5-21-13	Wash. Cty Hwy 13	40611	403	FTR	Copy	11 x 17	74	Y	mrl
5-24-13	Salem Streets	41212	030	FTR	Copy	8 1/2 x 11	938	Y	KAW
5-24-13	"	"	"	"	"	11 x 17	96	Y	KAW
6-19-13	FCC	2006	-	-	Copy	8 1/2 x 11	13	Y	KAW
7-2-13	Freeburg SRTS	47712	401	FTR	"	"	52	Y	KAW
"	"	"	"	"	Copy	11 x 17	16	Y	KAW
"	"	"	"	"	Color "	8 1/2 x 11	16	Y	KAW
7-9-13	NA Johnson St.	20613	100	FEN	Copy	8 1/2 x 11	824	Y	KAW
7-12-13	"	"	"	"	"	"	309	Y	KAW
7-19-13	O'Fallon - Venita	41706	404	FTR	Copy	8 1/2 x 11	1025	Y	KAW
7-22-13	NA Johnson St.	20613	100	FEN	"	"	206	Y	KAW
7-23-13	"	"	"	"	"	"	103	Y	KAW
7-24-13	"	"	"	"	"	"	103	Y	KAW
7-25-13	Freeburg WW	20513	200	FEN	Copy	"	1015	Y	KAW
7-26-13	St. Clair Co. Englemann	40613	401	FTR	"	"	1408	Y	KAW
8-1-13	FCC minutes	2506	-	-	Copy	8 1/2 x 11	30	Y	KAW

ICP

ICP

ICP

ICP

ICP



# Illinois Department of Transportation

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

RECEIVED

AUG 07 2013

July 31, 2013

Mr. Tony Funderburg  
Freeburg Village Administrator  
14 Southgate Center  
Freeburg, Illinois 62243

RE: FAP Route 103 (IL 13/15)  
Section 27-1R-1  
St. Clair County

Dear Mr. Funderburg:

Thank you for your letter concerning the intersection of Illinois Routes 13/15 with North Main/Oak Brook in Freeburg. We have obtained the crash data and conducted an investigation for this intersection. Based on this investigation, we will install a "Left Turn Yield on Green" sign on the North Main and Oak Brook legs of the intersection. We will have this work completed as soon as it can be scheduled by the IDOT District Sign Shop.

Thank you again for your letter. If you should have any questions concerning this matter, please contact this office or telephone Jim Wessel, Design and Planning Engineer, at (618) 346-32733.

Sincerely,

Jeffrey L. Keirn, P.E.  
Acting Deputy Director of Highways  
Region Five Engineer

A handwritten signature in blue ink, appearing to read "Joseph D. Monroe".

Joseph D. Monroe, P.E.  
District Operations Engineer

Cc: Jeff Abel



To Whom It May Concern:

We the people of Lone Oak subdivision request the stop sign at the intersection of Sliver Thorn and Redcliff Drive be removed. Lori Gray had requested it to be put in years ago and is no longer a resident. List below are the residence who support the removal. Thank you for your time with this matter. We look forward to your swift action.

Abby Allen 313 Telluride

Winky Duckme 320 Silverthorne Dr.

Melissa Suppaul 300 Telluride

James [Signature] 301 Telluride

Dan Drent 401 Telluride Dr

Stan Ruckman 320 Silverthorne Dr

Ed Jegg 317 Silverthorne

Valerie Jegg 317 Silverthorne

Trina Colman 224 ALAMOSA DR

Shelly Snerli 120 BARBER LN / FREEBURG

Cindy Funk 745 URBANNA DR.



To Whom It May Concern:

We the people of Lone Oak subdivision request the stop sign at the intersection of Sliver Thorn and Redcliff Drive be removed. Lori Gray had requested it to be put in years ago and is no longer a resident. List below are the residence who support the removal. Thank you for your time with this matter. We look forward to your swift action.

- ~~Michael Spbell.~~ 313 TELLURIDE DR.
- ~~DR.~~ 400 Telluride Dr.
- Amanda Stuart 405 Telluride Dr.
- Megan Gwynn 404 Telluride Dr.
- Pete M. Davis 408 Telluride Dr.
- Chris Hurly 409 Telluride Drive
- ROBERT J. NOLES 412 TELLURIDE DR.
- Melisa M Noles 412 Telluride Dr
- Nikki Brentlinger 416 Telluride DR.
- J.R. Brentlinger 416 Telluride Dr.
- Karen Genin 417 Telluride Dr.
- Janet Baechle 333 Silverthorne
- Mary Frenchs 332 Silverthorne Dr.
- Ruth Buss 336 Silverthorne Dr



To Whom It May Concern:

We the people of Lone Oak subdivision request the stop sign at the intersection of Sliver Thorn and Redcliff Drive be removed. Lori Gray had requested it to be put in years ago and is no longer a resident. List below are the residence who support the removal. Thank you for your time with this matter. We look forward to your swift action.

Donald Case 337 ~~Silverthorne~~ Silverthorne Dr. Freeburg, IL 62243

William K. Rengel - 412 Silverthorne Dr., Freeburg, IL 62243  
CAROL A. RENGEL 412 Silverthorne Dr. Freeburg, IL 62243

Jeff Webster 321 Silverthorne Dr Freeburg, IL 62243

Alicia Griffin 235 Alamosa Dr. Freeburg, IL 62243

Kim Miller 313 Silverthorne Freeburg, IL 62243

FRED G BRUSS 309 SILVERTHORNE FREEBURG IL 62243

Kathleen A. Bruss 309 Silverthorne Dr. Freeburg, IL 62243

William J Hall Jr 308 Silverthorne Dr Freeburg, IL 62243

Julie A Jines 324 Silverthorne Dr Freeburg, IL 62243

Wilma Gaby 300 Silverthorne Dr. Freeburg, IL 62243

Morgan Belding 216 Alamosa Dr. Freeburg, IL 62243

TERRY COLEMAN 224 ALAMOSA DR FREEBURG IL

Robin Harryman 233 Alamosa Freeburg, IL

JT SPILA 229 ALAMOSA FREEBURG, IL

Jared Dinkelman 225 Alamosa Dr Freeburg, IL

Angela Dinkelman 225 Alamosa Drive Freeburg, IL

JAMES DOOLIN 218 ALAMOSA DRIVE Freeburg IL



To Whom It May Concern:

We the people of Lone Oak subdivision request the stop sign at the intersection of Sliver Thorn and Redcliff Drive be removed. Lori Gray had requested it to be put in years ago and is no longer a resident. List below are the residence who support the removal. Thank you for your time with this matter. We look forward to your swift action.

A handwritten signature in black ink, appearing to read "D. Wall".

217 Alamosa Dr.



# Merged Branch #155

NATIONAL ASSOCIATION OF LETTER CARRIERS - AFL-CIO

P.O. BOX 39

BELLEVILLE, IL 62222-0039



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

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

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

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

Sincerely

Beverly Badgett  
Branch 155 MDA coordinator

RECEIVED

AUG 06 2013





13 August 2013

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

Dear Chief Donald

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

Therefore, I am requesting –

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

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

Respectfully yours,

Rev. Mark D. Reyling  
Pastor

