

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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 & Keck, P.C.

November 14, 2016

NOTICE

MEETING OF THE PUBLIC WORKS COMMITTEE Trash/Water/Sewer (Pruett/Albers/Blaies/Matchett)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, November 16, 2016, at 5:45 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
 - A. Old Business
 1. Approval of October 12, 2016 Minutes
 2. Sewer Project
 3. Sewer issues/Sewer Fuel Odors
 4. FSH Minutes
 5. Radio Read Meters
 6. New Water Lines
 7. Tracer Wire for New Service Line Installs
 8. Water Sample Results/Lead and Copper Testing
At 410 S. Monroe, 105 S. Alton, Grade School
 9. Sewer Main – Jack’s Car Wash
 10. SAVE Standpipe Leaks
 - B. New Business
 1. Freeburg Care Center
 2. JULIE 2017 Annual Member Contribution
 3. Shampoodles’ Lift Station Upgrade
 4. Rhutasel Pay Request
 - C. General Concerns
 - D. Public Participation
 - E. Adjourn

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

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Albers/Blaies/Matchett)

Wednesday, November 16, 2016 at 5:45 p.m.

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The Public Works Committee Meeting was called to order at 5:50 p.m. on Wednesday, November 16, 2016, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Janet Baechle and Stan Koerber.

A. OLD BUSINESS:

1. Approval of October 12, 2016 minutes: Trustee Mike Blaies motioned to approve the October 12, 2016 minutes and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.
2. Sewer project: Public Works Director John Tolan called Haier, and it looks like they will start the project mid-December. Administrator Funderburg advised he met with Tim Pruett last Thursday and discussed the project. Both Tony and John will stay in frequent communication with Rhutasel and Haier.
3. Sewer Issues/Sewer Fuel Odors: John stated they televised and cleaned the sewer behind Jack's Car Wash and in front of Lucky Joes. Since that time, we haven't noticed any fuel smell/odor. It has been checked quite often and haven't noticed anything. Speaking of Jack's, the sewer behind there is in bad shape. John said it needs to be lined as well as the manhole. That line runs down the alley to the bank, and is at least 8 feet deep. There is money in the budget and will be done shortly.
4. FSH Minutes: John said there was little discussed. They are waiting on Haier for their project.
5. Radio Read Meters: John received an email from Midwest Meter advising the meters have been ordered and are waiting to be shipped.
6. New Water Lines: Tony provided Reyling Design's proposal to design waterline extensions for Apple Street, Schiermeier Road and Peabody Road. Tony advised all but the last one need to be done soon. These projects would provide better water quality and more water customers. Peabody Road wouldn't be done for 2-3 years. This is a new company, and the owner is from Smithton. Tony would like to start with two small projects and go from there. He advised he has had those conversations with Rhutasel and TWM about the Village using other companies.

Trustee Ray Matchett motioned to recommend to the full Board for approval Reyling Design & Consulting's Proposal for the Apple Street Extension not to exceed

Water/Sewer Committee Meeting
Wednesday, November 16, 2016

Page 1 of 3

\$7,930; *Apple Street Extension Additional Tie-In not to exceed \$4090 and Schiermeier Road Extension not to exceed \$9730 and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*

7. Tracer Wire for New Service Line Installs: Tony advised the current code under Installing and Maintaining Service Lines to include paragraph (C) in 38-3-7 where we are requiring a 12 gauge tracer wire going from meter pit or come 12 inches above the ground where the clean out is. The code was also revised under 38-4-8, Authority for Making and Repairing Sewer Connections, to add paragraph (C). He talked to a lot of neighboring communities and they do this as well.

Trustee Ray Matchett motioned to recommend to the full Board the tracer wire connections be added under Sections 38-4-8(C) and 38-3-7(C) for approval and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

8. Water Sample Results/Lead and Copper Testing: John offered to help the grade school since the office and the girls locker room came back with high levels of lead and copper. We will put them on an alert not to use for drinking water and will re-sample. If the samples come back still high, fixtures/filters will have to be changed. We took 72 samples, 8 were over the limit. We also tested 410 N. Monroe and 105 S. Alton, and the limits came back very low on both. We are collecting thm samples today for the November sampling round.
9. Sewer Main – Jacks Car Wash: Discussed under #2.
10. SAVE Standpipe Leaks: We had about six leaks which have been repaired, and we are back in business.

B. NEW BUSINESS:

1. Freeburg Care Center: John said Freeburg Care Center has an issue with their fire suppression system. It was tested and found that it cannot deliver water quickly enough from the front to the back of the building to satisfy state regulations. The current line is an old six-inch line that that was tapped from a line in the field instead of the front of the nursing home. John confirmed he has been wanting to get them better water for quite a while. The plan will be to tap the line from the water tower, set a new meter and hydrant. They are responsible for their plumbing. We will be working on this in December.
2. JULIE 2017 Annual Member Contribution: John advised this is our notice for next year's fees.
3. Shampoodles' Lift Station Upgrade: John advised we ned a larger pump to handle this lift station. He would like to get one similar to the ones installed at the pool and Pitts Street lif stations that have a 3-phase motor. He has asked Vandeventer for a proposal and will bring it to next month's meeting.
4. Rhutasel Pay Request: Tony advised this pay request contains two amounts. The larger amount is the money due to Haier Plumbing in the amount of \$206,389 for

construction. The other amount due is \$13,141 in engineering for Rhutasel. There are two change orders that were not included in the packet. The first one is to set a new end time, and the second one pertains to the part of the sewer project where it went deeper into the ground, and a thicker pipe was used. Trustee Meehling asked if either change order could involve fees and Tony said change order #2 would. He confirmed Rhutasel's bill is not anything additional money incurred. It was a service provided and not from additional stuff that happened.

Trustee Mike Blaies motioned to recommend to the full Board Contractor Haier Plumbing's Pay Request #1 in the amount of \$206,389.90 for approval and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

John advised he is working to get the sewer in Dollar Tree, and Shane working on the electric.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn the meeting at 6:24 p.m. and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Albers/Blaies/Matchett)
Wednesday, October 12, 2016 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 6:02 p.m. on Wednesday, October 12, 2016, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers (absent), Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of September 14, 2016 minutes: *Trustee Ray Matchett motioned to approve the Septemer 14, 2016 minutes and Trustee Mike Blaies seconded the motion.* All voting yea, the motion carried.
2. Sewer project: Administrator Tony Funderburg said the project will be staked out next week. Haier said they will come out as soon as they are able to. Tony will get a weekly update from Tim Pruett.
3. Sewer issues: Public Works Director John Tolan said he had Hans and the Fire Department go out and check for combustible or explosive gases in the manholes last week, and the tests came back negative. There is a strong smell inside Lucky Joes. They vented for several minutes which helped, and Gregg is venting every other day. We aren't seeing a sheen anywhere and it's not showing up at the plant. A gentleman from the Groundwater Division of the EPA visited Mary McGraw, and John advised him of all we were doing. He also told the EPA representative that we were going to have Walden out to televise. The EPA representative has no clue where it is coming from either, and agreed it could be air currents. John said the manhole at Jacks Car Wash is in bad shape, and the sewer line behind Jacks is collapsing. His would like to have that one lined.

We are cleaning the sewer lines from Woodsvew to Lakeview, and Bob Jenkins found large pieces of concrete in the sewer. We will also televise that to see where those are coming from, and may line that one as well. Tony said mine subsidience in that area could be a contributing factor.

4. FSH Minutes: John said when SLM switched over to free chlorine, we didn't get much and complained to them, and have received more. We will be back to normal shortly and shouldn't smell the extra chlorine.
5. Radio Read Meters: We are waiting fr Midwest Meter's contractor to come replace the defective meters.
6. New Water Lines: There is nothing new on this.
7. Tracer Wire for New Service Line Installs: John is working n this.

B. NEW BUSINESS: John said we conducted our lead and copper sampling and collected 20 samples. We had 1 over the limit at 105 S. Alton, and that house has been vacant for about 6 months. We are ranked in a percentile, and all the other samples were well below. He doesn't think we'll have a public notice on the one high sample. Jesse contacted the homeowner to advise him it was high. We are going to have the water flushed out of house and then resample. We also have to send a letter to all of the other homeowners to let them know the results. John said we received a call from BND regarding school sampling. Tony reached out to the grade school, and we collected 72 samples at the Primary Center and Grade school and those were sent off today. We are going to reach out to the daycares as well.

Tony advised we have a resident with a high water usage on Kamper Cottage. We are raeding it once a week to see if we can catch it. John bought a water-saver kit to hand out to customers. John advised the hydrant flushing is almost done. JT said Hubbel Wiegmanns has applied for a NPDES permit. They have done a couple test runs, and John is comfortable signing off on it.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn the meeting at 6:17 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

F.S.H. WATER COMMISSION
TUESDAY, SEPTEMBER 27, 2016

1. CALL TO ORDER. The meeting of F.S.H. Water Commission was called to order by President Ken Vielweber in the Village of Freeburg at 7:31 PM with the following present: Ken Vielweber, Joel Boeving, John Tolan, Gary Wittenauer, Larry Rhutasel, Chad Rhutasel and Bryan Vogel.

2. MINUTES. Gary Wittenauer motioned and Joel Boeving seconded to approve the August 23rd minutes. Motion carried. (4-0)

3. OCTOBER MEETING AND HEARING DATE. Next meeting and hearing date will be October 25th, 7:30 PM.

4. GUESTS. None.

5. CORRESPONDENCE & REPORTS.

A. August SLM minutes were available. John Tolan reported weak test results on chlorine levels in town. Joel said chlorine issues were not mentioned at the meeting.

B. A letter was received from the Village of Hecker certifying Gary Wittenauer's reappointment.

6. TREASURER'S REPORT. Treasurer's report, claims and bills for August were presented. A motion to approve the bills and reports presented was made by John Tolan, seconded by Gary Wittenauer. Motion carried by roll call vote. (4-0)

7. INVESTMENTS. As of 09/27/16:

Bank	Amount	Rate	Term	Maturity	Payments	Cert. #
Citizens Bank	\$250,000.00	3.00%	84 MO	09/10/17	Quarterly	11977641
Citizens Bank	\$150,000.00	3.5%	84 MO	10/17/16	Monthly	11977639
Citizens Bank	\$100,000.00	2.97%	84 MO	08/06/17	Monthly	11977640
Citizens Bank	\$150,000.00	2.12%	60 MO	03/20/21	Quarterly	11977644
Citizens Bank	\$300,000.00	1.75%	84 MO	09/06/20	Quarterly	11977643
Money Market	\$590,892.79	1.25%	N/A		Monthly	11977602

8. ENGINEER'S REPORT.

A. Larry Rhutasel reported that the contracts with Haier Plumbing have been signed by Ken but no start date has been set.

B. Larry also stated that the Illinois American lines are already in.

9. HYDRO SERVICES, INC.

A. Chad Rhutasel reported that Larry Eitzenhefer has mowed and cleared the right away thru Kaskaskia bottoms. The waterline is exposed at the creek in river bottom and needs to be covered. Larry will take a look at the pipe and determine the best solution for covering the pipe. There is not a good way to get equipment to the area east of Route 4.

B. Chad reported that the hydrants were flushed and things went pretty smoothly.

10. COMMISSIONER'S COMMENTS.

A. Vielweber: None.

B. Boeving: None.

C. Tolan: None.

D. Wittenauer: None.

11. ADJOURN. Joel Boeving motioned and Gary Wittenauer seconded to adjourn at 7:50 PM; motion carried. (4-0). The meeting was adjourned until October 25, 7:30 PM.

Bryan A. Vogel / Clerk

Ken Vielweber / Chairman

SLM Water Commission

September 21, 2016

Commissioners met at plant office September 21, 2016 those present: Don Mueller, Ron Renth, Joel Boeving, Andrew Brockhahn, Dean Zurliene, Kurt Wehrle, Attorney Tom Benedick, Gina Stambaugh- Clerk, Plant Manager Rick Schmitt. Absent: Gerald Daugherty. Chairman Don Mueller called meeting to order at 7pm.

Chairman called for corrections or approval of August meeting, which were emailed to Commissioners. Moved by Dean Zurliene to accept, second by Joel Boeving, motion passed.

Treasure's report: Water Fund \$132,088.45; Operation & Maintenance \$29,119.16; Money Market Bond & Interest \$295,443.31; Money Market Surplus Account \$12,783.50. Moved by Ron Renth to accept, second by Andy Brockhahn, motion passed.

Bills were presented. Moved by Andy Brockhahn to allow all bills presented plus 3 extra bills, second by Joel Boeving, motion passed.

OLD BUSINESS

Linck Land Report – Attorney Tom Benedick has received a letter from Linck's attorney. 1/3 of acre has been recorded years ago. 1. Easement of 25 ft across current roadway – all board members in agreement. 2. 14 ft strip (close to levee) 3. Fence - both are pending. Dean Zurliene made a motion to have property around pump house surveyed, Andrew Brockhahn second, all in favor. Motion passed.

Attorney Tom Benedick reported that he is actively working on easements.

NEW BUSINESS

Don Mueller introduced Trenton's new representative Kurt Wehrle.

Rick Schmitt's Manager's report:

-Roof bids for replacement of lower roof were opened & awarded to Martin Roofing. Don Mueller will contact them.

-Lead & Copper samples were all good.

-2 million gallon tank – no bill on tank yet

-On free chlorine now, will go back to ammonia feed week of October 10th.

-Lagoon clean out bid for next month.

-Information on generator replacement – nothing has been received.

-Letter received from plant employee Gordon Marsh that he will be retiring 1/9/17, after 27 years here. That will leave midnight shift open, no current employees want to move to that shift. The past 3 applicant will be notified to update resumes.

-River Pump #2 repair bill discussed & allowed to be paid.

Election of Officers: Andrew Brockhahn made a motion to keep same officers, Joel Boeving second. All in favor, motion carried.

Chairman: Don Mueller, Vice-chairman Ron Renth, Treasurer Gerald Daugherty, co-treasurer Sylvia Daugherty

October meeting Andrew, Tom & Don will not be here.

Dean Zurliene made a motion and second by Andrew Brockhahn to end meeting at 8:15pm, motion passed. The next meeting will be Wednesday October 19, 2016 at 7pm.

Gina Stambaugh, Clerk

38-4-8 AUTHORITY FOR MAKING AND REPAIRING SEWER CONNECTIONS.

(A) It shall be unlawful for any person to make, install, repair, alter, disturb, uncover, open, or break any sewer connection to the sanitary sewerage system of the village without first obtaining, on application filed with the Village Clerk, a written permit therefore issued by the Village Board or its authorized representative. (See Sec. 53.046)

(B) Sewer taps and repairs on Village right-of-ways or property shall be made only during regular Village business hours, unless it is in case of an emergency. In case of an emergency, the excavator/owner shall notify the Village before beginning work. Scheduled repairs or taps on weekends or holidays is not permitted on Village right-of-ways or property. **(Ord. No. 1033; 05-20-02)**

(C) Plastic underground sewer piping shall have a continuous 12 gauge [or larger] solid copper tracer wire installed with and attached to the plastic sewer piping material every eight feet. This wire shall extend from the sewer pipe connection at the property or right-of-way line to the connection at the building drain. This tracer wire shall terminate (in a visible location) 12" above ground at the sewer/building drain connection or the cleanout.

38-3-7 INSTALLING AND MAINTAINING SERVICE LINES.

- (A) The user shall be responsible for installation and maintenance of service lines between the meter and the residence or business. Such service lines must be at least **three-fourths (3/4) inch** in diameter, and must be installed at a minimum depth of **three (3) feet**. Service lines must have a minimum working pressure rating of **160 psi at 73.4 degrees F** and must be constructed of one of the following types of materials: Copper, (Type K), polyvinyl chloride (PVC), polyethylene or polybutylene. Service lines shall not be covered until they are inspected and approved by the Director.
- (B) The user shall not connect any service line or any plumbing connected with the service line to any other water source. The service line shall meet all requirements of the Illinois Environmental Protection Agency's rules and regulations, the Illinois Plumbing Code, and the regulations in this Chapter.
- (C) Plastic underground water piping shall have a continuous 12 gauge [or larger] solid copper tracer wire installed with and attached to the top of the plastic water piping material every eight feet. This wire shall extend from visible area in the meter pit to the exterior of the building served.



REYLING DESIGN & CONSULTING

4516 Boardwalk
Smithton, IL 62285
618.530.1694
reylingdc@gmail.com

November 2, 2016

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

RE: Village of Freeburg Miscellaneous Waterline Extensions-2016
Project No. 16-132

Dear Mr. Funderburg:

At your request, Reyling Design and Consulting, LLC ("RDC") is pleased to prepare the following proposal (the "Proposal") for the Village of Freeburg (the "Client") for the Miscellaneous Waterline Extensions (the "Project"). The Proposal set forth herein, any exhibits attached hereto, and the attached terms and conditions ("Terms and Conditions") constitute the entire agreement between the parties (the "Agreement") regarding the Project. You will signify your acceptance of the Agreement by signing below, completing the necessary information on Exhibit A attached hereto and incorporated herein.

The following is a description of the scope of services (the "Engineering Services") that RDC will provide for the Project:

SCOPE OF SERVICES AND PROPOSED FEE

The proposed projects will include the extension of the following waterlines:
All waterlines will be 8" PVC C-900 pipe.

- Apple Street Extension – approximately 500 LF from the existing Freeburg Community School Bus Facility waterline in the south direction and under Apple Street (Freeburg-Douglas Road), approximately 800 LF in the west direction along the south side of Apple Street, and approximately 1,500 in the east direction along the south side of Apple Street for a total of 2,800 LF.
- Apple Street Extension-Additional Tie-in – approximately 950 LF east along the south side of Apple Street from the Apple Street Extension to the existing waterline along Willow Springs Road.
- Schiermeier Road Extension – approximately 4,000 LF in the west direction from the existing waterline along County Side Lane.
- Peabody Road Extension – approximately 7,800 LF in the east direction from the existing waterline along Valentine Lane.

Survey and Easement Legals

- We will perform survey work to determine surface features for the projects and/or located within the right-of-way for each project. We will provide right-of-way and property line limits to determine easement locations for the Apple Street Extension and Apple Street Extension-Additional Tie-in projects.
- We anticipate the need for eight (8) easements for the Apple Street Extension and six (6) easements for the Apple Street Extension-Additional Tie-in. We will prepare legal descriptions and easement exhibits, and the Village will provide the easement documents. We anticipate that the Schiermeier Road Extension and the Peabody Road Extension watermains will be constructed within the right-of-way and that no easements will be required. If easements are required for these projects, we can provide at our hourly rates below.

Construction Drawings and Permitting

- We will prepare a set of plans for each waterline extension project which will include a cover sheet, construction notes and legend, plan sheets, and standard details. Plans will be completed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Village of Freeburg requirements.
- We will prepare an Illinois Environmental Protection Agency (IEPA) application for construction permit for each waterline extension. We will respond to any comments from the IEPA until a construction permit is obtained.
- We will prepare an St. Clair County Highway Department (SCCHD) Utility Permit Application and respond to any comments from SCCHD until a permit is obtained. We only anticipate the need for a SCCHD Utility Permit to cross Freeburg Douglas Road for the Apple Street Extension project.

General Notes

- These base fee services include all required in-house review printing, creation of pdf plots of bid and construction drawings. All travel expenses related to meetings and base scope site visits shall be compensated per the rate schedule (attached).
- This proposal does not include any environmental services, geotechnical design services. If these services are required, the Client shall retain the appropriate consultant to provide these services.

Proposed Fee

Our Engineering services will be provided for a Lump Sum for the following:

- Apple Street Extension – \$7,930.00
- Apple Street Extension-Additional Tie-in – \$4,090.00
- Schiermeier Road Extension – \$9,730.00
- Peabody Road Extension – \$12,080.00

FEE, ADDITIONAL SERVICES, AND RELIANCE ON ENGINEERING SERVICES

The above fee, which is valid for up to 60 days from the date of this Proposal, does not include any fees required by municipal ordinance, code or other regulatory agency. The above fee also does not include any out-of-scope services that might be added during the course of our work, nor does it include additional services that might be requested following completion of the Engineering Services. Additional services, as requested, must be mutually agreed on by the parties and will be billed at our then current hourly rates, or as otherwise agreed. The Terms and Conditions will apply to any future Engineering Services you authorize for this Project. Please be advised that the Engineering Services to be provided by RDC will only be performed by RDC for the Client. Written consent must be provided by RDC should anyone other than the Client wish to rely on the Engineering Services.

Additional Design and Consulting Services

Any services not listed above may be completed on hourly basis. These services include, but are not limited to, the following:

- Acquisition of Title Reports or other Record Information;
- Answer bidder questions during bidding phase;
- Provide construction phase services for review of shop drawing submittals;
- Geotechnical Reports;
- Environmental Site Assessment (ESA) Phase 1 and Phase 2 and other Environmental Studies.

ACCEPTANCE

If the terms in this Proposal and the Terms and Conditions are acceptable, please provide formal authorization to proceed by signing below and returning an executed Proposal and completed Exhibit A. As noted, the executed Proposal, the completed Exhibit A thereto and the attached Terms and Conditions will constitute the entire Agreement. An interest charge of 1½ percent per month will be applied to unpaid balances over 90 days.

Again, we appreciate the opportunity to be of service to you on this Project and look forward to working with you. Should you have any questions regarding this Proposal or the Project, please contact at 618.530.1694.

Sincerely,

Reyling Design and Consulting, LLC



Todd Reyling, P.E.
Manager

AGREED AND ACCEPTED:

Village of Freeburg

By: _____

Title: _____

EXHIBIT A
ACCEPTANCE OF PROFESSIONAL SERVICES

Project Name: Village of Freeburg Miscellaneous Waterline Extensions-2016

Project Number: 16-132

Fee: Engineering Service: Lump Sum Fee of \$33,830.00

Accepted By:

Client Name: _____ Address: _____

Contact Person: _____ City, State and Zip: _____

Telephone: _____ Email: _____

TERMS AND CONDITIONS

1. AGREEMENT

These Terms and Conditions govern the contract engineering services (the "Engineering Services") specified in the attached proposal (the "Proposal") and the project (the "Project") contemplated by the Proposal. The Proposal and these Terms and Conditions, along with any exhibits, constitute the entire understanding between the parties (the "Agreement"). When used below, the terms "we," "us," "our," and "RDC" refer to Reyling Design and Consulting, LLC, a Missouri limited liability company, and its consultants and employees. The terms "you," and "your" or "Client" refers to the person or entity to whom the Proposal is addressed.

The parties agree that the terms of this Agreement pertain only to the services specified in the Proposal ("Engineering Services"). They expressly agree that any other engineering work between Client and RDC or any third parties are or will be governed by distinctly separate agreements.

The Proposal will be deemed accepted once: (1) an authorized representative from Client executes it; and (2) RDC receives any initial payment it may be owed as stated in the Proposal. RDC will not perform any work described in the Proposal until both conditions are met. The Project Number set forth in the Proposal shall serve to identify the Proposal.

The waiver or modification of these Terms and Conditions defined herein shall not be considered binding unless otherwise explicitly agreed to by RDC in writing.

2. SCOPE OF WORK

The Proposal clearly outlines the scope of the Engineering Services to be performed by RDC.

Should Client request changes to be made to the Engineering Services, RDC reserves the right to adjust milestones, deadlines and delivery dates and if necessary perform quoted price adjustments accordingly, in reference to the changes. Client accepts, that RDC is only providing the Engineering Services as defined herein. RDC is not required to perform services for the following: (i) work not defined in the Proposal; (ii) work outside the area

of RDC's expertise; or (iii) work in violation to any applicable codes, regulations and laws.

3. RDC RESPONSIBILITIES

RDC shall perform the Engineering Services described by this Proposal.

RDC shall perform all the Engineering Services in a professional and workmanlike manner and in accordance with generally recognized commercial practices and standards.

4. CLIENT RESPONSIBILITIES.

Client shall fully cooperate with RDC in a timely manner during the term of this Agreement. Client shall be solely responsible for supervision and control of its personnel and internal operations.

In a timely and efficient manner Client will supply RDC with all necessary information, documentation, drawings, etc. as necessary for RDC to perform the Engineering Services. Client warrants that there will be no breach of contract between Client and any third party by supplying RDC with said information. All of the information is provided by Client at its own expense. Client is responsible for the accuracy and quality of the information supplied to RDC and will be responsible for any problems arising to such a deficiency.

5. PERSONNEL

RDC and Client shall each appoint a Project Leader to monitor and coordinate the performance of this Agreement. Either party may change their own appointees by written notice to the other party. Except for routine correspondence and invoicing, notices will be directed to such Project Leaders.

RDC reserves the right to select and reassign any qualified RDC employees or subcontractors to provide the Engineering Services in this Proposal. RDC reserves the right to perform similar services for other parties using such RDC employees or subcontractors.

RDC personnel will not enter or remain at Client's facility to perform work without the presence of the Client's Project Leader or an authorized employee.

6.CHANGES IN WORK

Either party may request changes to the Proposal at any time prior to acceptance by addressing a written request to the other party's Project Leader. Changes shall only be effective if agreed to by RDC and Client and documented by a revised Proposal.

If Client requests changes after the Proposal is accepted or if RDC determines that any Client supplied information is inaccurate or incomplete, RDC reserves the right to either agree to appropriate changes in a revised Proposal or to proceed with the original Proposal. Client will be responsible for any additional fees or costs that may result from revisions to the original Proposal.

7.PAYMENT

RDC shall provide Client with a payment schedule as part of the Proposal. Unless otherwise stated in writing, all charges quoted are valid for sixty (60) days after the date of the Proposal.

Prices quoted in the Proposal do not include any taxes, including state and local use, sales, property (ad valorem) and similar taxes. Client agrees to pay all such taxes. If applicable, RDC shall list such taxes as a separate item on the invoice.

Charges shall be invoiced by RDC and shall be due and payable as set forth in the Proposal. Interest from the due date shall accrue as provided in the Proposal.

8.LIMITED WARRANTY; REMEDY FOR BREACH OF LIMITED WARRANTY

The Engineering Services will be provided in accordance to generally accepted engineering services under the usage of reasonable care and skill, which is commonly implemented by members of the same/identical profession. In light of the nature of Engineering Services provided, RDC cannot warrant or guarantee that the Client's project will be successful. As such other than implied by this section, RDC does not warrant or

guarantee, whether expressed, implied or statutory any part of the Engineering Services provided to Client.

RDC and Client agree that the Engineering Services provided by RDC do not constitute the acquisition of any financial or operational risks of Client by RDC. Client is solely responsible for his/her/its own financial and or operational risks. In the event the Engineering Services were in error or faulty, RDC shall have the right by means of economical efforts to correct its mistake or re-perform such Engineering Services within 45 days at no additional cost to Client. Client acknowledges that the sole and exclusive remedy, and RDC's sole and exclusive liability, for any faults in the Engineering Services shall be limited to the correction, re-performance or the substitution of such services by RDC.

9.GENERAL LIABILITY AND LIMITATION THEREOF.

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising out of our negligent acts, but such hold harmless and indemnity will be limited to that coverage by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

Under no conditions shall RDC be held responsible or liable for any special, indirect, incidental or consequential damages, including but not limited to the loss of profits or business interruption, however such incidents were indirectly or directly caused by the Engineering Services provided in accordance to this Agreement.

10.HOLD HARMLESS

You agree, the fullest extent permitted by law, to indemnify and hold us and our employees and subcontractors harmless against any damages, liabilities or costs, including but not limited to additional fees and costs associated with any such measures and further agree to defend, indemnify and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from RDC's encountering any unforeseen and unanticipated condition.

11.UNFORESEEN CONDITIONS

The Engineering Services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of any additional Engineering Services, shall be borne by you. You shall indemnify and hold harmless RDC, our subcontractors and agents and employees or any of them from and against claims, damages, losses and expenses including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

12.OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement, and upon performance of all your obligations under this Agreement, all drawings and specifications and data prepared by us pursuant to the Proposal shall become your property. Such conveyance does not deprive us of the right to retain electronic data or other reproducible copies of the drawings and specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such drawings and specifications. We will, however, retain ownership and possession of original recorded plats.

You agree that designs, plans, specifications, reports, proposals and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except RDC. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive and claim against us and shall, to the fullest extent permitted by law, indemnify, defend and hold us harmless of any claim or liability, including but not limited to

attorney and expert witness fees for injury or loss arising from the unauthorized alteration of our instruments of service.

13.THIRD PARTY BENEFICIARIES

This Agreement shall not be used to be construed, so as to create any contractual relationship with or an action in favor of another party other than Client. This Agreement is solely to be understood as to govern the relationship as defined by the Proposal in accordance with the delivery of the Engineering Services. No other party shall hold RDC responsible for the performance or nonperformance of said Engineering Services.

14.TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon the Project, we will incur many costs which we would not have incurred had the Project continued to completion. Therefore, it is agreed that an equitable adjustment to our compensation shall include, but not be limited to, all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

15.TIMING OF STANDARDS

We endeavor to perform the Engineering Services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality that originally designed without our involvement are at your own risk.

16.CONFIDENTIAL INFORMATION

Each party agrees to use the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with its own Confidential Information. Such obligations of confidentiality shall survive any termination or cancellation of this Agreement. All Confidential Information is the sole property of the originator and shall be returned along with all copies upon request.

17.CONSTRUCTION MEANS AND METHODS

Performance of the Engineering Services does not imply liability for us for the contractor's means, methods, techniques, sequences or procedures of construction selected by contractor or safety precautions and programs incident to the work of contractor or for any failure of contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor furnishing and performing the work. Accordingly, we can neither guarantee the performance of the construction contracts by contractor nor assume responsibility for contractor's failure to furnish and perform work.

18.JOB SITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe job site. Neither our professional activities nor the presence of our employees and subcontractors shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

19.HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of

these is defined in the applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances.

You and we acknowledge that the scope of the Engineering Services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on our about the jobsite or any adjacent areas that may affect the performance of the Engineering Services, we may, at our option and without liability for consequential or any other damages, suspend performance of the Engineering Services until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

20.SITE ENTRY

You will provide right entry for RDC and its employees or subcontractors under the direction of RDC to perform the Engineering Services. We will exercise reasonable care in performing the Engineering Services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of RDC.

21.SUBSURFACE STRUCTURE OR UTILITIES

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the Project site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

22.SAMPLES

Soil, rock, water or other samples obtained from the Project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this Agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage or disposal of these materials for an additional fee.

23. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the Engineering Services that we will provide on your behalf, you shall indemnify, defend and hold us harmless from any claim or liability, including, but not limited to, attorneys' and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

24. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in or beneath the site specifically at the time Engineering Services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we

believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

25. FAILURE TO FOLLOW RECOMMENDATIONS

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications or recommendations when we are not retained to observe such implementation.

26. MISCELLANEOUS

RDC shall assume no liability for acts of God, riots, accidents, default of suppliers and subcontractors and the like, which are not governed by the reasonable control of RDC. Neither of the parties may assign this Agreement to a third party without prior written consent of the other party. It is to be understood, that RDC has been hired by Client as an independent contractor. By no means, shall this Agreement convey or create a contractual relationship other than as an independent contractor. In no case shall any party have the right or power under this Agreement to act on behalf of the other party. This Agreement is governed by the laws of the State of Illinois. This Agreement represents the entirety of the business relationship between the parties and supersedes all prior representations and negotiations may they have been either written or oral. This Agreement may only be amended by such instrument in writing and direct identification thereof and has to be signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings contained herein are inserted for convenience only and shall not be deemed to have any substantive meaning. The provisions of Paragraphs 8, 9, 10, 11, 12, 23, 24, 25 and 26, and any monetary obligations hereunder shall survive the termination of this Agreement for any reason.



Schedule of Hourly Rates

Engineering

Manager	\$125.00
Project Engineer	\$110.00
Engineer II	\$85.00
Engineer I	\$75.00

Support Services

Construction Manager	\$110.00
CAD Designer	\$75.00
2-Man Survey Crew	\$100.00

Time for Support Services in excess of 8 hours per day on client's project, or work performed on Saturdays, Sundays, or Holidays, will be invoiced at 1½ times the indicated hourly rate.

Expenses

Travel per mile	\$0.545/Mile
Outside Services (Subconsultants, Subcontractors, or Vendors)	Cost + 15%
Commercial Travel, Meals, or Lodging	At Cost
Per Diem	\$28.00/Day

RECEIVED

SEP 19 2016



**THIS DOCUMENT IS FOR
BUDGET PLANNING PURPOSES ONLY**

THIS IS NOT AN INVOICE

PLEASE NOTE: DO NOT PAY FROM THIS REPORT! This amount will be invoiced in January, 2017. If your January, 2017 bill is \$500.00 or less, you will be expected to pay in full upon receiving that invoice. If it is greater than \$500.00, you will have three payment options for scheduled payment; annual, semi-annual or quarterly.

**2017 Member Annual Contribution
Assessment Notification**

JULIE, Inc. board approved cash requirements and multipliers for 2017. The approved voice and fax multipliers for 2017 were unchanged from 2016. The printer/email multiplier for 2017 will decrease by \$0.07 from 2016. (*The printer/email multiplier has decreased \$0.16 since 2011.*) JULIE's 2017 revenue required will help support JULIE's cash reserve. (*Quantities are for ALL JULIE members, from periods July 1, 2015 through June 30, 2016.*)

	Printer/Email:	Fax:	Voice:	Grand Totals:
Quantity	8,924,640	194,651	64,956	9,184,247
Multiplier	\$ 1.14	\$ 2.02	\$ 2.69	
Revenue required	\$ 10,174,089.60	\$ 393,195.02	\$ 174,731.64	\$ 10,742,016.26

Summary of Message Activity for Your Code and Contribution Amount Calculation

Member: FREEBURG, VILLAGE OF
Member Code: FRBG0A

Message Delivery Method:	Number of messages you received over the 12 month period from July 2015 to June 2016:	2017 multiplier:	Amount:
Printer/Email:	900	\$1.14	1,026.00
Fax:	42	\$2.02	84.84
Voice:	7	\$2.69	18.83

TOTAL MEMBER BILL FOR 2017 = \$1,129.67

For more information, including Frequently Asked Questions, visit illinois1call.com (JULIE membership section). If you have additional questions, please call JULIE's Accounting Department at 815-741-5938.

Information provided for JULIE member coordinator. JULIE coordinator has access to Newtin's query application "Billing Reconciliation" under reports. Select "assessment year July 2015 to June 2016" to reconcile your activity to this notice.

FREEBURG, VILLAGE OF
JOHN TOLAN
14 SOUTHGATE CENTER
FREEBURG, IL 62243



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

Nov. 7, 2016

Village President and Board of Trustees
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Village of Freeburg WW Collection System Improvements 1B-1
IEPA Loan L17-4944

Ladies and Gentlemen:

Please find enclosed copies of the Contractor's Pay Request #1 from Haier Plumbing and Heating, Inc. for \$206,389.90.

We recommend approval of the pay request and recommend the Village Board to authorize Rhutasel to forward the Pay Request and any Engineering Expenses the Board wishes to the IEPA for payment from the loan.

Also enclosed are Change Orders #1 and #2. We recommend approval and execution of these change orders. If you have any questions, please give me a call.

Very truly yours,

RHUTASEL AND ASSOCIATES, INC.

Tim Pruett, P.E.

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY/BUREAU OF WATER
Request for Loan Disbursement From the Water Revolving Fund

Borrower: Village of Freeburg

Loan #: L17-4944

Date: 11/7/16

INSTRUCTIONS: Use this form when making a request for State loan disbursements. One form must be submitted each time you request a disbursement.

Loan Disbursement Calculation: (Please report TOTAL CUMULATIVE costs incurred to date and submit copies of all supporting invoices.) Please identify, if any, the costs that are being paid with other funding sources.

	Total Cumulative Costs Incurred to Date	Tot. Cumulative Eligible Costs Incurred to Date
Legal	0	0
Design Engineering	0	0
Construction Engineering	13,141	13,141
Construction	206,389	206,389
Other: _____	0	0
Total Costs Incurred to Date	219,530	219,530
Less: Paid with other Funding Sources	_____	0
Less: Total Interest Earned on Invested Funds	_____	0
Less: Total Disbursements to Date	_____	0
NET DISBURSEMENT REQUESTED		<u>219,530</u>

Your Current Loan Fund Status (Totals to Date)

Disbursements Received & Deposited in Fund: _____

Expended from Fund: _____

Interest Earned on Fund: _____

Current Fund Balance: _____

FOR AGENCY USE ONLY

Prepared by _____ Date _____

Approved by _____ Date _____

EFT requested Yes No
 / /

DISBURSEMENT REQUESTS

The following items **MUST** be checked (X) for compliance. If not in compliance, explain in the text of disbursement request letter.

Indicate by checking below that:

- X a. A current, separate project construction account fund exists.
- NA b. All unexpended loan funds are invested in an interest bearing account.
- X c. Adequate construction engineering is being provided.
- X d. The engineering charges have been reviewed and the charges are reasonable, supported by documentation and in accordance with the approved engineering contract.
- X e. No refunds, rebates or credits have been received by the borrower.
- X f. Appropriate flood insurance under the national Flood Insurance Act of 1968, as amended, has been acquired and maintained. At the time of FINAL disbursement, evidence must be submitted showing required flood insurance has been purchased for all eligible construction.
- X g. The sewer/water use ordinance and user rate ordinance incorporating the user charge system have been enacted and submitted prior to the first loan disbursement.
- X h. The dedicated source of revenue has been enacted and submitted prior to the first loan disbursement.
- X i. Executed construction contract documents have been submitted prior to the first loan disbursement.
- X j. Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance.
- NA k. If this is a FINAL disbursement request, a set of plans of record (including revised sheets to the plans for all change orders which have been issued) must be sent to the appropriate State Regional Office. Please send a copy of the transmittal letter to the Infrastructure Financial Assistance Section, Illinois Environmental Protection Agency.

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement; that it is made in accordance with the conditions of the loan for the project; and that I am authorized to request disbursements on behalf of the borrower.

Authorized Representative _____ Title Village President

Seth Speiser
(Name printed or typed)