

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.

May 2, 2017

## 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, May 10, 2017, at 5:45 p.m.**

### PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
  - A. Old Business
    - 1. Approval of April 12, 2017 Minutes
    - 2. Sewer Project
    - 3. Sewer issues/Sewer Fuel Odors
    - 4. FSH Minutes
    - 5. Sewer Main – Jack’s Car Wash
    - 6. Shampoodles Lift Station Upgrade
    - 7. Jordan Kramper Lake Drive Sewer Extension
    - 8. IEPA Violation Notice W-2017-50013
    - 9. W. Apple St. Water Line Extension
    - 10. Private Sewer at Potter/West Street
    - 11. East Water Tower Work
  - B. New Business
  - 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, April 12, 2017 at 5:45 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
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The Public Works Committee Meeting was called to order at 5:51 p.m. on Wednesday, April 12, 2017, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Attorney Fred Keck, Village Clerk Jerry Menard (absent), Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

## A. OLD BUSINESS:

1. Approval of March 15, 2017 minutes: Trustee Ray Matchett motioned to approve the March 15, 2017 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.
2. Sewer project: Village Administrator advised Haier put stuff back in the field, and there are a few things Fred Helms is not okay with in field, and Tony agreed with him. Tony stated we need to stay firm with Rhutasel on the items we have asked to be resolved. Tony asked the owner of Rhutasel to be here and he couldn't make it. We will reschedule the meeting to have both Attorney Keck and Tracy Lawless available to meet.

## EXECUTIVE SESSION 5:55 P.M.

Trustee Ray Matchett motioned to enter Executive Session at 6:04 p.m. citing litigation, 5 ILCS 120/2-(c)(11) and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.

## EXECUTIVE SESSION ENDED 6:20 P.M.

Trustee Ray Matchett motioned to end the Executive Session at 6:20 p.m. and Trustee Denise Albers seconded the motion. All voting aye, the motion carried. The committee meeting reconvened at 6:20 p.m.

3. Sewer issues/Sewer Fuel Odors: John has been in contact with EPA the past couple weeks, and EPA has approval to do this. The canisters are in Collinsville now. There will be paperwork for the affected residents to sign off on to place the canisters. John think it's coming from the Regions. He is very happy the EPA is on board with this issue.
4. FSH Minutes: There was a little contention with who would own FSH 's meter and they will keep ownership of it.
5. Sewer Main – Jacks Car Wash: This is on hold until John sees what EPA does with the fuel odors.

6. Freeburg Care Center: The new meter is installed and the fire hydrant has been moved to the back. John said the flow is good now and the fire department is happy. Item can be taken off the agenda.
7. Shampoodles Lift Station: Shane has set the pole and transformer bank.
8. Jordan Kramper Lake Drive Sewer Extension: Nothing done on this yet.
9. IEPA Violation Notice W-2017-50013: TWM is preparing the permits for us.
10. W. Apple St. Water Line Extension: We are moving forward with this project. The pipe was purchased in last year's budget and has been delivered. Tony is working on the easements, and those will take a bit.

**B. NEW BUSINESS:**

1. Private Sewer at Potter/West Street: John said behind Richard Gordon on West Street, there were no sewer when those houses were built, and they ran a private line. There are three homes on that line. It got clogged a couple of years ago. Mr. Eitzenhefer wants us to look into running a short sewer line to the West Street lift station.

John said we are getting a quote for the work that needs to be done on the east water tower.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Ray Matchett motioned to adjourn the meeting at 6:30 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson,  
Office Manager

## EMERGENCY INTERCONNECTION AGREEMENT

This Emergency Interconnection Agreement (the "Agreement") is made and entered into this 18 day of June, 2015, by and between the Illinois-American Water Company, an Illinois corporation ("Illinois American"), and the Freeburg, Smithton, Hecker Water Commission, an Illinois municipal corporation ("FSH").

### WITNESSETH

WHEREAS, Illinois American is the owner and operator of a public water supply and distribution system in and around St. Clair County, Illinois, and currently has capacity available to provide potable water for FSH's service area on an emergency basis, as hereinafter defined; and

WHEREAS, FSH currently provides water service within a service area commonly known as "Freeburg, Smithton, and Hecker," said service area being depicted as Area 1 on Exhibit A, attached hereto and incorporated herein by this reference (the "FSH Service Area"); and

WHEREAS, FSH desires to install and operate, at its sole cost and expense, an emergency interconnection to the Illinois American public water supply system with a meter station, as further described in Exhibit B, attached hereto and incorporated herein by this reference (the "Interconnection Facilities"), in order to provide a backup water supply for the FSH Service Area in the event of an emergency.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed between the Illinois American and FSH as follows:

1. **Construction of Improvements.** FSH shall construct, or cause to be constructed, the Interconnection Facilities described in Exhibit B. The Interconnection Facilities shall be owned by FSH, and FSH shall be solely responsible for the operation and maintenance thereof. The Interconnection Facilities shall be designed, permitted, constructed, tested and maintained by FSH at its sole costs and expense. The Interconnection Facilities shall be constructed on property that is owned and maintained by FSH, on easement that is owned and maintained by FSH, or within the public right of way. FSH will endeavor to have the Interconnection Facilities substantially installed and operational by October 1, 2015. The Interconnection Facilities shall be subject to the following conditions, to-wit:

A. The location of the connection to the Illinois American public water supply system and the method of effecting such connection to the Illinois American system shall be as described in Exhibit B and subject to the approval of Illinois American, and the work of effecting the connection shall not be started until approval has been granted in writing by the Director of Engineering of Illinois American. The connection shall be performed in conformance with all applicable Illinois American requirements, IEPA regulations, and other applicable requirements of law.

B. The connection shall be provided with a check valve to be mounted close to the water measuring device, as approved by Illinois American, in such a manner as to prevent the flow of water from FSH to Illinois American. In addition, an isolation valve on each side of the meter shall be provided.

2. **Water Supply.** Illinois American agrees to supply to FSH, on an emergency basis only, water that is consistent in quality with the water delivered to Illinois American's customers for use by FSH's customers located within the FSH Service Area. FSH shall not provide water supplied by Illinois American to any persons or properties located outside the FSH Service Area without the prior written consent of Illinois American.

A. **Emergency Basis.** Illinois American's water supply shall be available to FSH in emergency conditions only. "Emergency conditions" shall be defined to mean as follows: A temporary period of time during which FSH's potable water distribution system is experiencing water pressure at or below thirty-five (35) pounds per square inch, interruptions of service due to unplanned emergency maintenance of the distribution system, or emergency replacement or repair of FSH's water supply facilities. In the event that FSH believes that emergency conditions exist, FSH shall advise Illinois American of its determination prior to availing itself of Illinois American's water supply or as soon thereafter as possible. FSH's determination that emergency conditions exist shall be subject to the review and agreement of Illinois American, in its sole discretion. If upon review Illinois American agrees that emergency conditions exist, Illinois American shall initiate emergency service. FSH shall be required to take appropriate steps to reestablish the FSH water supply to the FSH Service Area as soon as practicable in order to discontinue the emergency use of Illinois American's water supply.

B. **Water Quality.** Water to be delivered at the point of delivery by Illinois American and received by FSH hereunder shall be of the same quality as that provided to customers of Illinois American from the Illinois American system. Water quality after the point of delivery is the responsibility of FSH.

C. **Water Quantity.** Illinois American agrees to supply water to FSH for emergency use within the Service Area only. No guarantee of availability, flow rate or pressure is provided by this agreement. Illinois American will endeavor to provide the maximum quantity of flow available at the connect point at the time of emergency which does not negatively impact service to Illinois American customers.

3. **Water Metering.**

A. **Location of Meter.** Illinois American, at its sole cost and expense, shall furnish, install, and replace as may be necessary, a meter in the FSH owned and maintained meter pit to measure water usage at the point of connection to the Illinois American water system ("Connection Point," herein). The location of each such meter shall be subject to Illinois American's review and approval, in Illinois American's sole discretion.

B. *Type of Meter.* The meter at the connection point shall be capable of reading rate and quantity, and shall include telemetering equipment to permit remote reading for measuring the quantity of water delivered under this Agreement.

C. *Reading and Recording.* Illinois American shall read the meter at each Connection Point in accordance with its then-current regulations, practices and procedures, as may be from time-to-time amended.

D. *Access, Testing and Calibration.* Each party shall have the right to access the meters at the Connection Points, the backflow control devices, and the recording instruments for the purpose of testing accuracy or calibration. Such tests shall be made only after giving the other party at least five (5) days prior written notice of the time and place that such tests are to be performed. In addition, meters shall be tested and calibrated on a regular basis per Illinois American's regulatory requirements at Illinois American's sole cost and expense. Such testing shall be performed by Illinois American and paid for by Illinois American.

E. *Illinois American Maintenance Responsibility.* Illinois American shall continuously maintain and operate the meter at its sole cost and expense, and shall cause the same to be promptly repaired or replaced when necessary.

F. *FSH Maintenance Responsibility.* FSH shall continuously maintain and operate the meter pit and associated piping, valves, and backflow prevention at its sole cost and expense, and shall cause the same to be promptly repaired or replaced when necessary or upon reasonable written notice from Illinois American. There shall be no compensation to FSH for reversal of flow through the meter. If a reversal of flow occurs, FSH shall take such measures that are necessary to ensure that the backflow control valve is functioning properly.

4. *Charges, Rates, Notice and Payment.*

A. *Water Service Charges.* The price to be paid for the furnishing of water under this Agreement by Illinois American to FSH shall be the water rates established and collected for water furnished by Illinois American to consumers within Illinois American's service area, in accordance with the Illinois American rate tariffs in effect at the time the water is supplied to FSH, as may be from time-to-time amended. FSH shall not be entitled to, and hereby waives, any notice of rate changes or any other changes to the Illinois American rate tariffs.

B. *Billing and Payment.* Illinois American shall bill FSH in accordance with its then-current ordinances, regulations, practices and procedures, as may be from time-to-time amended. FSH shall pay said bill within twenty (20) days of receipt. Late payments shall bear interest at the rate of one and one-half percent (1 ½ %) per month.

C. *Nonpayment; Disconnection.* In addition to any other remedies available to Illinois American under this Agreement, the failure of FSH to make any payment provided for under this Agreement by the date on which it is due shall constitute grounds to shut-off and/or disconnect FSH's water service, in accordance with the applicable provisions of the Illinois Commerce Commission.

5. *Illinois American's Right to Inspect and Review.* Illinois American's Director of Engineering, or any other employee so authorized by Illinois American, upon reasonable notice first given to FSH, shall have the right to inspect the Interconnection Facilities at any time to see that the same are being operated in compliance with Illinois American, State, and Federal requirements, as well as with the terms, provisions and conditions of this Agreement. FSH shall not unreasonably delay any inspection by Illinois American.

6. *Continuity of Service – Conditions.* Illinois American reserves the right to curtail, reduce, suspend, discontinue, or terminate the emergency water service to FSH provided for in this Agreement at any time that Illinois American determines that it would be in the interest of its customers to do so, in Illinois American's sole discretion. Illinois American shall not be liable for damages, whether for breach of contract or otherwise, for failure, suspension, diminution, or other variation of service occasioned by any cause, including without limitation any act or omission of Illinois American or any of its employees or agents. In addition to the foregoing, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or Federal government in either its sovereign or contractual capacity; fires, flood, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities.

7. *Construction and Maintenance.* FSH agrees that the improvements described herein shall be erected and maintained at all times in a safe, neat, sightly and good physical condition. During the term of this Agreement, FSH shall, at FSH's sole cost and expense, maintain the Interconnection Facilities in good condition and in compliance with any applicable requirements of local, state or federal law or regulation. Illinois American shall review the quality of the construction and maintenance and, upon written notice of Illinois American stating in general terms how and in what manner maintenance is required, FSH shall be required to perform such maintenance. , If FSH fails to do so, then Illinois American shall have the right to perform such maintenance, the full and complete cost of which shall be borne by FSH. FSH covenants and agrees to reimburse Illinois American its full cost and expense for any such maintenance.

8. *Compliance with Law.* FSH shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to work and/or subject matter of this Agreement. FSH agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the work described herein, that FSH will procure all additional licenses, permits or like permission hereinafter required by law during the term of this Agreement, and that FSH will keep the same in full force and effect during the term of this Agreement. Illinois American shall perform under this Agreement in accordance with all applicable legal requirements.

9. **Insurance.** FSH shall maintain at all times during the term of this Agreement, at FSH's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Illinois or other insurer approved by Illinois American with at least \$1,000,000.00 single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded thereunder shall not be canceled, terminated or materially changed until at least thirty (30) days written notice has been given to Illinois American. FSH shall name Illinois American as additional insured and shall furnish Illinois American with duplicate policies or certificates evidencing insurance in force as required herein prior to undertaking any of the work contemplated by this Agreement. Evidence of payment of premiums shall be delivered to Illinois American at least thirty (30) days prior to the expiration dates of each existing insurance policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Illinois American. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to Illinois American.

10. **Indemnification.** Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by law, FSH hereby agrees to and shall save Illinois American, and its officials, officers, employees, attorneys, agents, servants, boards, parent and affiliates (the "Indemnitees") and commissions harmless from and against and shall indemnify the Illinois American from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature whatsoever (including, but not limited to, reasonable attorney's fees and expenses) (hereinafter, the "Losses") asserted against or incurred by Indemnitees in connection with any claim, proceeding or judgment (and the defense thereof) arising out of or resulting from the terms or performance of this Agreement, and/or FSH's connection to the Illinois American water supply system, and/or Illinois American's provision of water to FSH and/or FSH's customers under this Agreement. FSH voluntarily waives any and all such claims, both present and future, that may be made against Indemnitees, and covenants not to sue Indemnitees for any such claims. In the event of any action against Indemnitees, such action shall be defended by legal counsel of the Indemnitees' choosing. FSH, on behalf of itself and its successors, assigns and grantees further hereby acknowledges the propriety, necessity and legality of this Agreement and all of the terms thereof, including, without limitation, the obligations to indemnify and hold Indemnitees harmless. The provisions of this paragraph 10 shall survive any expiration, completion and/or termination of this Agreement.

11. **Breach and Limitation on Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall Illinois American be liable to FSH and/or any of their successors, assigns and/or grantees or any other related person or entity for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by FSH against Illinois American for monetary damages. In the event any legal action is brought by FSH for the enforcement of any of the obligations of Illinois American related to or arising from this Agreement and Illinois American is the prevailing party in such action, Illinois American shall be entitled to recover from FSH

reasonable interest and attorney's fees. The provisions of this paragraph 11 shall survive any expiration, completion and/or termination of this Agreement.

12. **No Special Duty or Third Party Beneficiaries; Non-waiver of Immunities.** It is agreed and understood with respect to Illinois American that the services referred to in this Agreement, including but not limited to Illinois American's provision of water to FSH, are general services only and that no special duties or obligations are intended nor shall be deemed or construed to be created by this Agreement. Without limiting the foregoing, it is further agreed and understood that Illinois American and/or its respective officials, officers, employees and/or agents, as a result of this Agreement or any of the actions of Illinois American pursuant to this Agreement, shall not be liable to any other person or entity for failure to provide adequate water, fire protection or emergency service, failure to suppress or contain a fire, and/or for any other act or omission in connection with Illinois American's provision of water to FSH under to this Agreement. Notwithstanding anything to the contrary in this Agreement, it is agreed and understood that no third party beneficiaries are intended or shall be construed to be created by the provisions of this Agreement and it is the intention of the parties hereto that no action may be commenced by any person or entity against Illinois American and/or its respective officials, officers, employees, agents and/or other related persons or entities for monetary damages for any alleged breach or failure to provide services described in this Agreement. The provisions of this paragraph 12 shall survive any expiration and/or termination of this Agreement.

13. **No Vested Right.** Notwithstanding any expenditure of money, time and/or labor by FSH pursuant to this Agreement, FSH agrees that this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested right in favor of FSH. FSH shall expend any time, money or labor pursuant to this Agreement at FSH's own risk and peril.

14. **Term and Termination.** This Agreement will be in effect for a term of twenty (20) years from the date first written above. This Agreement may be terminated by either party for any reason or no reason upon giving one (1) year written notice to the other party. In addition, this Agreement may be terminated by Illinois American upon five (5) days written notice to FSH of a breach of any term or condition of this Agreement, which breach shall not have been remedied within said five (5) days written notice to FSH. In the event of termination of this Agreement, FSH shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall FSH be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance and/or removal of any improvements pursuant to this Agreement, nor any monetary damages of any kind whatsoever.

15. **Notices.** All notices of communications as provided for herein shall be in writing and shall be either personally delivered, or sent via certified or registered U.S. Mail, postage pre-paid, to FSH or Illinois American at the following address:

To Illinois American: Illinois American  
100 North Water Works Drive  
Belleville, IL 2223  
Attn: District Manager

with a copy to: Illinois American  
100 North Water Works Drive  
Belleville, IL 62223  
Attn: Corporation Counsel

To FSH: FSH Water Commission  
P.O Box #1  
Freeburg, IL. 62243

with a copy to: Rhutasel & Associates, Inc.  
P.O. Box #97  
Freeburg, IL. 62243

Emergency Contact Phone numbers of IAWC and FSH:

Illinois American (listed in order of preference):

Operations Superintendent: 618-239-3254 Office  
618-779-3207 Mobile

Operations Manager: 618-239-3250 Office  
618-910-1219 Mobile

FSH Water Commission (listed in order of preference):

Operator: Chad Rhutasel 618-920-1124 Mobile  
618-539-5541 Office

Engineer: Tim Pruett 618-616-2550 Mobile  
618-539-3178 Office

16. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.

17. **No Personal Liability.** No official, director, officer, agent or employee of Illinois American shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

18. **Joint and Collective Work Product.** This Agreement is and shall be deemed and construed to be a joint and collective work product of FSH and Illinois American, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

19. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

20. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of St. Clair County, Illinois.

21. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all reference to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.

22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

24. **Binding Agreement on Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

25. **Assignment.** This Agreement and the obligations herein may not be assigned without the express written consent of each of the parties hereto, in each party's sole discretion. Any rights granted herein are personal to FSH. Any attempt to assign, transfer, or convey any right, title or interest in and to this Agreement without the written consent of Illinois American, which consent shall be in Illinois American's sole discretion, will automatically terminate the Agreement and any rights, title or interest granted to FSH hereunder, provided, however, that the FSH shall still be responsible for any and all obligations undertaken by it pursuant to this Agreement.

26. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

27. **Modification.** This Agreement may be changed, modified or amended only by a duly-authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly-authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly-executed on the day and year first written above.

ILLINOIS-AMERICAN WATER  
COMPANY,

FREEBURG, SMITHTON, HECKER  
WATER COMMISION,

By: Barry L. Suits  
Barry L. Suits  
Its V.P. Operations

By: Kenneth Vielweber  
Kenneth Vielweber  
Its Chairman

**EXHIBIT A**

**Depiction of Service Area**

**EXHIBIT B**

**Final Engineering Drawings of Interconnection Facilities**

**Route 15 & Jefferson Road Location – TBD**

**Route 159 & Obstweg Drive – TBD**

**F.S.H. WATER COMMISSION - TUESDAY, APRIL 25, 2017**

1. Call to Order.      Ken Vielweber \_\_\_\_\_      Tim Pruett \_\_\_\_\_  
                                 Joel Boeving \_\_\_\_\_      Chad Rhutasel \_\_\_\_\_  
                                 John Tolan \_\_\_\_\_      Larry Rhutasel \_\_\_\_\_  
                                 Gary Wittenauer \_\_\_\_\_      Bryan Vogel \_\_\_\_\_
  
2. Minutes. On a motion by \_\_\_\_\_ seconded by \_\_\_\_\_ the minutes of the March 28th meeting were approved on a vote of \_\_\_ to \_\_\_.
  
3. Next Meeting. May 23, 2017 @ 7:30 p.m.
  
4. Hearing Date. May 23 @ 7:30 p.m.
  
5. Guests. \_\_\_\_\_
  
6. Correspondence & Reports.
  1. SLM Minutes \_\_\_\_\_
  2. \_\_\_\_\_
  
7. Treasurer's Report & Claims. (See Separate Attachment).  
On a motion by \_\_\_\_\_ seconded by \_\_\_\_\_ the Treasurer's report and claims were approved on a vote of \_\_\_ to \_\_\_.
  
8. Engineer's Report.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  
9. HYDRO Services, Chad Rhutasel - Superintendent. See Report.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  
10. Commissioner's Comments.
  - A. Ken Vielweber \_\_\_\_\_
  - B. Joel Boeving \_\_\_\_\_
  - C. John Tolan \_\_\_\_\_
  - D. Gary Wittenauer \_\_\_\_\_
  
11. Adjournment. On a motion by \_\_\_\_\_ seconded by \_\_\_\_\_, on a vote of \_\_\_ to \_\_\_ the meeting was adjourned at \_\_\_\_\_.

F.S.H. WATER COMMISSION  
TUESDAY, MARCH 28, 2017

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 7:30 PM with the following present: Ken Vielweber, Joel Boeving, John Tolan, Gary Wittenauer, Tim Pruett, Chad Rhutasel and Bryan Vogel.

2. MINUTES. Gary Wittenauer motioned and Joel Boeving seconded to approve the February 28th minutes. Motion carried. (4-0)

3. APRIL MEETING AND HEARING DATE. Next meeting and hearing date will be April 2st, 7:30 PM.

4. GUESTS. None.

5. CORRESPONDENCE & REPORTS. Joel reported that March SLM minutes were not available yet; not much going on.

6. TREASURER'S REPORT. Treasurer's report, claims and bills for February 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 3/28/17:

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	2.20%	84 MO	10/17/23	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	\$435,449.98	1.25%	N/A		Monthly	11977602

8. ENGINEER'S REPORT.

A. Tim Pruett reported water line interconnect at Smithton is done.

B. Tim reported he talked with Illinois American about interconnect valve access when the need arises. Illinois American will retain access to their valves on their side of the interconnect. Tim had a contact list for Illinois American that he passed out to all parties.

C. Tim questioned who will be responsible for vault maintenance going forward; Ken understood Smithton and Freeburg will take over; Joel thought F.S.H. would retain vault; however, F.S.H. will get bill for water use from Illinois American. Tim will review agreement for vault ownership and maintenance going forward.

D. Tim stated that a procedure is needed to exercise valves at interconnect annually.

9. HYDRO SERVICES, INC.

A. Chad reported Diane Bailey, located along Rt. 159, requested her service be reconnected.

B. Chad noted in his report that Hydro billing to F.S.H. has been understated and asked commissioners if it is ok to catch up on the next billing.

10. COMMISSIONER'S COMMENTS.

A. Vielweber: Ken will contact Nolan Shook for some exterior maintenance on the F.S.H. building, estimated cost to be \$500.00 which includes painting, etc. JF Electric has been using the F.S.H. parking lot during the day. John Tolan will look into getting a sign stating it is F.S.H. property and provide contact phone number.

B. Boeving: None.

C. Tolan: None.

D. Wittenauer: None.

11. ADJOURN. Gary Wittenauer motioned and John Tolan seconded to adjourn at 8:21 PM; motion carried. (4-0). The meeting was adjourned until April 25, 7:30 PM.

Bryan A. Vogel / Clerk

Ken Vielweber / Chairman

BALANCE SHEET  
 AS OF 04/30/17

ASSETS

CURRENT ASSETS

CASH ON HAND	50.00
CHECKING - CITIZENS	43,695.87
MONEYMRKT - CITIZENS	436,473.15
C/D-C.C.B.#11977639,10/16	150,000.00
C/D-C.C.B.-11977640,08/17	100,000.00
C/D-C.C.B.#11977643 09/20	300,000.00
C/D-C.C.B.#11977641 09/17	250,000.00
C/D - C.C.B. #11977642	150,000.00
ACCOUNTS RECEIVABLE	59,638.36

TOTAL CURRENT ASSETS 1,489,857.38

PROPERTY & EQUIPMENT

BUILDING	69,964.99
STORAGE TANK & TOWER	237,740.00
STORAGE TANK #2	445,900.00
WATER SYSTEM	2,476,722.75
OFFICE EQUIPMENT	1,199.88
FIELD EQUIPMENT	3,443.14
A/D-STORAGE TANK & TOWER	43,946.36-
A/D - STORAGE TANK #2	197,152.22-
A/D - WATER SYSTEM	1,080,970.85-
A/D - OFFICE EQUIPMENT	509.96-

TOTAL PROPERTY & EQUIP. 1,912,391.37

TOTAL ASSETS

3,402,248.75  
 =====

BALANCE SHEET  
AS OF 04/30/17

LIABILITIES & EQUITY

CURRENT LIABILITIES

ACCOUNTS PAYABLE	30,425.39
FREEBURG INDUSTRIAL PARK	1,544.07
DUE VILLAGE OF FREEBURG	100.00

TOTAL CURRENT LIABILITIES 32,069.46

LONG-TERM LIABILITIES

TOTAL LG-TERM LIABILITIES 0.00

OWNER'S EQUITY

CONTRIBUTED CAPITAL-USEDA	1,096,434.00
RETAINED EARNINGS	2,123,737.63
CURRENT EARNINGS	150,007.66

TOTAL EQUITY 3,370,179.29

TOTAL LIABILITY & EQUITY 3,402,248.75

STATEMENT OF INCOME  
 AS OF 04/30/17

RATIO: INCOME	THIS MONTH	RATIO	12 MONTHS	RATIO
<b>REVENUES</b>				
WATER SALES - RETAIL	3,231.47	6.3	53,736.96	7.7
WATER SALES - WHOLESALE	47,450.90	92.7	645,269.57	91.9
WHISPER LEASE	500.00	1.0	3,000.00	0.4
<b>TOTAL REVENUES</b>	<b>51,182.37</b>	<b>100.0</b>	<b>702,006.53</b>	<b>100.0</b>
<b>COST OF REVENUES</b>				
PURCHASES - WATER	45,977.40	89.8	521,708.60	74.3
MAINTENANCE FEES	1,908.58	3.7	22,384.82	3.2
<b>TOTAL COST OF REVENUES</b>	<b>47,885.98</b>	<b>93.6</b>	<b>544,093.42</b>	<b>77.5</b>
<b>GROSS PROFIT</b>	<b>3,296.39</b>	<b>6.4</b>	<b>157,913.11</b>	<b>22.5</b>
<b>OPERATING EXPENSES</b>				
ADVERTISING	0.00	0.0	147.60	0.0
AUTO EXPENSE	300.00	0.6	3,600.00	0.5
ENGINEERING FEES	0.00	0.0	7,161.50	1.0
INSURANCE	0.00	0.0	5,816.20	0.8
OFFICE EXPENSE	115.00	0.2	2,931.41	0.4
OPERATING EXPENSE	0.00	0.0	305.00	0.0
REPAIRS & MAINTENANCE	351.00	0.7	6,011.00	0.9
TAXES - FICA	0.00	0.0	1,219.20	0.2
TELEPHONE	50.49	0.1	692.95	0.1
UTILITIES	134.31	0.3	2,509.33	0.4
WAGES	613.20	1.2	7,358.40	1.0
<b>TOTAL OPERATING EXPENSES</b>	<b>1,564.00</b>	<b>3.1</b>	<b>37,752.59</b>	<b>5.4</b>
<b>OPERATING INCOME</b>	<b>1,732.39</b>	<b>3.4</b>	<b>120,160.52</b>	<b>17.1</b>
<b>OTHER INCOME</b>				
INTEREST INCOME	1,032.29	2.0	29,847.14	4.3
<b>TOTAL OTHER INCOME</b>	<b>1,032.29</b>	<b>2.0</b>	<b>29,847.14</b>	<b>4.3</b>
<b>NET INCOME</b>	<b>2,764.68</b>	<b>5.4</b>	<b>150,007.66</b>	<b>21.4</b>

S	BATCH	REF	DATE	DESCRIPTION	ACCT	PP	PE	AMOUNT
1	5	C/R-CHKG	03/30/17	CHKG DEPOSIT-RETAIL	405	12	12	2,250.33-
1	5	C/R-CHKG	04/02/17	CHKG DEPOSIT-INTEREST	820	12	12	9.12-
1	5	C/R-CHKG	04/13/17	CHKG DEPOSIT-RETAIL	405	12	12	981.14-
1	5	C/R-CHKG	04/19/17	CHKG DEPOSIT-WHOLESAL F	110	12	12	26,600.70-
1	5	C/R-CHKG	04/19/17	CHKG DEPOSIT-WHOLESAL H	110	12	12	2,191.55-
1	5	C/R-CHKG	04/19/17	CHKG DEPOSIT-WISPER	480	12	12	250.00-
1	5	C/R-CHKG	04/25/17	CHKG DEPOSIT-WISPER	480	12	12	250.00-
1	5	C/R-CHKG	04/25/17	TOTAL CHECKING DEPOSITS	102	12	12	32,532.84
								0.00 *
1	3	C/R-M/M	04/02/17	MNYMRKT DEPOSIT-M/M INT	820	12	12	490.65-
1	3	C/R-M/M	04/06/17	MNYMRKT DEPOSIT-C/D INT	820	12	12	252.25-
1	3	C/R-M/M	04/17/17	MNYMRKT DEPOSIT-C/D INT	820	12	12	280.27-
1	3	C/R-M/M	04/25/17	TOTAL MNYMRKT DEPOSITS	103	12	12	1,023.17
								0.00 *

-----

SOURCE TRANSACTIONS LISTED	=	12
SOURCE DEBITS	=	33,556.01
SOURCE CREDITS	=	33,556.01-
		=====
DIFFERENCE	=	0.00

2	1	5977	04/03/17	HYDRO SERVICES, INC.	525	12	12	1,429.80
2	1	5978	04/03/17	RHUTASEL AND ASSOC.	164	12	12	4,401.50
2	1	5979	04/04/17	VILLAGE OF FREEBURG	725	12	12	39.18
2	1	5980	04/07/17	PDC LABORATORIES	690	12	12	195.00
2	1	5981	04/07/17	JULIE, INC.	525	12	12	478.78
2	1	5982	04/13/17	CNA SURETY	670	12	12	100.00
2	1	5983	04/13/17	S. L. M. WATER COMMISSION	501	12	12	45,977.40
2	1	5984	04/13/17	A. T. & T.	718	12	12	50.49
2	1	5985	04/13/17	MONROE CO. ELECTRIC CO-OP	725	12	12	95.13
2	1	5986	04/19/17	SHORT CUTS LAWN & LANDSCP	690	12	12	156.00
2	1	5987	04/25/17	JOEL L. BOEVING, SR.	730	12	12	153.30
2	1	5988	04/25/17	GARY WITTENAUER	730	12	12	153.30
2	1	5989	04/25/17	JOHN TOLAN	730	12	12	153.30
2	1	5990	04/25/17	BRYAN A. VOGEL	730	12	12	153.30
2	1	5991	04/25/17	JOEL L. BOEVING, SR.	615	12	12	25.00

S	BATCH	REF	DATE	DESCRIPTION	ACCT	PP	PE	AMOUNT
2	1	5992	04/25/17	GARY WITTENAUER	615	12	12	25.00
2	1	5993	04/25/17	JOHN TOLAN	615	12	12	25.00
2	1	5994	04/25/17	KENNETH VIELWEBER	615	12	12	225.00
2	1	C/D	04/25/17	CHECKS 3/29/17 TO 4/25/17	102	12	12	53,836.48-

SOURCE TRANSACTIONS LISTED = 19  
 SOURCE DEBITS = 53,836.48  
 SOURCE CREDITS = 53,836.48-  
 =====  
 DIFFERENCE = 0.00

4	2	SALES	04/04/17	MAR. WHOLESALE BILLING-F	406	12	12	26,600.70-
4	2	SALES	04/04/17	MAR. WHOLESALE BILLING-S	406	12	12	18,658.65-
4	2	SALES	04/04/17	MAR. WHOLESALE BILLING-H	406	12	12	2,191.55-
4	2	SALES	04/04/17	TOTAL MAR. WHOLESALE BILL	110	12	12	47,450.90
								0.00 *

SOURCE TRANSACTIONS LISTED = 4  
 SOURCE DEBITS = 47,450.90  
 SOURCE CREDITS = 47,450.90-  
 =====  
 DIFFERENCE = 0.00

5	4	01 - JE	03/01/17	RECORD BANK DM-SAFE BOX R	670	12	12	15.00
5	4	01 - JE	03/01/17	RECORD BANK DM-SAFE BOX R	102	12	12	15.00-
								0.00 *

SOURCE TRANSACTIONS LISTED = 2  
 SOURCE DEBITS = 15.00  
 SOURCE CREDITS = 15.00-  
 =====  
 DIFFERENCE = 0.00

*** CONTROL TOTALS ***	CONTROL	ACTUAL
TRANSACTION COUNT	37	37
TRANSACTION TOTAL	0.00	0.00

\*\*\* END OF - Transaction Register \*\*\*



# Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97  
Freeburg, IL 62243-0097  
Tel: 618-539-3178 Fax: 618-539-3174  
www.rhutasel.net

FSH WATER COMMISSION  
P.O. BOX 1  
FREEBURG, IL 62243

## Invoice

**Invoice Date:** Apr 14, 2017  
**Invoice Num:** 13173  
**Billing From:** Mar 01, 2017  
**Billing To:** Mar 31, 2017

**FSH - INTERCONNECT - CONSTRUCTION (20914:055) - Managed by (Pruett Timothy W.)**

**Professional Services:**

<u>Classification</u>	<u>Hours</u>	<u>Amount</u>
Sr. Project Engineer	12.00	\$1,644.00
Project Surveyor	5.50	\$577.50
Design Engineer	39.00	\$3,900.00
<b>Total Services:</b>		<b>\$6,121.50</b>
<b>Project (20914:055) Total Amount Due:</b>		<b>\$6,121.50</b>
<b>Amount Due This Invoice:</b>		<b>\$6,121.50</b>

Checked by TP  
Approved by TPM

**HYDRO SERVICES, INC.**  
**5 SOUTH ALTON, STE. #8**  
**FREEBURG, IL 62243**

**Invoice**

Date	Invoice #
4/10/2017	12394

<b>Bill To</b>
FSH Water Commission c/o Bryan Vogel 107 South State St Freeburg, IL 62243

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE REMIT TO: HYDRO SERVICES, INC. 5 SOUTH ALTON, STE #8 FREEBURG, IL 62243		P.O. No.	Terms	Project
			Net 30	
Quantity	Description	Rate	Amount	
113	IL Operation & Maintenance METERS	860.00	860.00	
1	Water Quality Testing	5.15	581.95	
1	IL Extra Charge Service Fee Adjustment	13.50	13.50	
1	IL Extra Charge CER 7 hours @\$45/hr	153.90	153.90	
7	Water Leak Rt. 159 at Hecker old master meter	45.00	315.00	
PHONE	FAX	E-mail	<b>Total</b>	\$1,924.35
618-539-5541	618-539-5640	hydroservicesinc@sbcglobal.net		

THANK YOU FOR YOUR  
BUSINESS