

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 9, 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, May 11, 2016, at 5:30 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
 - A. Old Business
 1. Approval of April 13, 2016 Minutes
 2. Sewer Project
 3. Sewer issues
 4. FSH Minutes
 5. New Truck
 6. Radio Read Meters
 7. SAVE Water Tower Leak
 8. Leaf Pickup Program
 - 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)

April 13, 2016 at 5:45 p.m.

VILLAGE ADMINISTRATOR

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

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The Public Works Committee Meeting was called to order at 5:50 p.m. on Wednesday, April 13, 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. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of March 16, 2016 minutes: Trustee Ray Matchett motioned to approve the March 16, 2016 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.
2. Sewer project: Village Administrator Tony Funderburg said the project started and ended Monday. He explained the temporary construction easement we acquired from Fred Helms expired March 1st. In order to correctly finish the project, we had to acquire an additional easement from Mr. Helms, who has been fantastic to work with. There will be an additional \$5,000 fee in order to accomplish this. Haier Plumbing is working on getting a Certificate of Insurance with the correct limits by the end of the day. We have other issues to address as well including the road and working with one of the homeowners affected by the project. By spending the additional \$5,000, Tony said we did acquire quite a bit of easement, but was necessary.
3. Sewer issues: Public Works Director John Tolan stated we will have some more televising done in the next couple of weeks. We need to find the manhole for General Sheet Metal.
4. Countryside Lane annexations: Tony advised Plan Commission hearing is scheduled for April 26th and the Board hearing will be held on May 2nd. John advised the water line has been flushed and got 4 out of 5 good samples. We will need to rechlorinate and sample again and get two consecutive good samples. We are probably a couple weeks out for the line to be live.
5. FSH Minutes: Nothing new to report.
6. New Truck: Tony reported the truck is done. We are waiting for the additional items to be added to the truck.
7. Radio Read Meters: John reported we are up to 894 meters that will need to be warrantied. We installed 20 in last week that read, but didn't read the last zero which is a software issue and should be resolved shortly.

Water/Sewer Committee Meeting

Wednesday, April 13, 2016

Page 1 of 2

8. SAVE Water Tower Leak: John hopes to have the VFDs in the next couple weeks. He has a proposal from Aquastore to put a new liner in the bottom of the tower. He will bring that to the next meeting.
9. Spring Clean Up: The Spring Clean Up is Thursday, April 14th through the 16th. We are ready to go!
10. Leaf Pickup Program: Tony said we have three options on financing the leaf vacuum machine and trash rates. We could buy the leaf vacuum at a cost of \$68,604 and increase our trash rates now, it would go up to \$12.75 and stay there all 5 years. We could change the rate in one year to \$13.25 and stay that way next 4 years. Or institute a step program where they go up each each year from \$11.55 to \$12.85. We are at \$11.25/month now. This machine will last at least 25 years.

Trustee Ray Matchett motioned to recommend to the full Board the purchase of a leaf vacuum machine not to exceed \$68,604 Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Ray Matchett motioned to recommend to raise trash rates to \$12.75 per month effective immediately and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Trash Rates: See above.

C. GENERAL CONCERNS: John advised we put in 3 new water services, on Wolf, Countryside Lane, and Barber. EPA came out and inspected our water system last week. We have a few things that need to be adjusted, but it went well.

D. PUBLIC PARTICIPATION: Janet thinks Rhutasel means more money.

E. ADJOURN: *Trustee Ray Matchedd motioned to adjourn the meeting at 6:13 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

CONTRACT

Cady Inc. (hereinafter "Cady"), Seller-Contractor, and Village of Freeburg (hereinafter "Purchaser"), agree this 2nd day of May, 2016, as set forth below.

Cady hereby sells to Purchaser the items, hereinafter collectively referred to as "Equipment", described on the schedule attached hereto and made a party hereof entitled "Equipment and Materials" and agrees to install the Equipment on Purchaser's property as hereinafter set out for the price as set out in that schedule.

Purchaser will pay the stated price as follows:

Upon Execution of Contract;	30%	\$3,185.00
Upon completion of total installation (but not including electrical no construction or equipment obligations of others, nor start-up), balance, if any, of stated price as adjusted by any change orders;	Balance	\$7,432.00
TOTAL CONTRACT PRICE		\$10,617.00

Payments due and unpaid under the above schedule shall bear interest from the date payment is due at the rate of two percent service charge per month, or twenty-four percent annually on unpaid balances if not paid within ten days of the due date.

Payments to be made by Purchaser directly to contractor/supplier shall be made on or before the date of completion of the services and materials unless otherwise agreed to by the contractor/supplier.

If Purchaser fails to pay Cady or any other contractor/supplier within seven days of the due date established above, then Cady may, upon seven additional days' written notice to Purchaser, stop work until payment of the amount owing has been received. The Contract price shall be increased by the amount of Cady's reasonable costs of shut-down, delay and startup, plus interest as provided for above.

TERMS AND CONDITIONS

1. **General.** These terms and conditions shall apply to the sale by Cady of the scheduled Equipment to Purchaser and the construction agreed to for the placement of the Equipment on Purchaser's premises. Acceptance of orders, whether oral or written, is based on the express condition that Purchaser agrees to all the terms and conditions contained herein. Placement of orders, whether oral or written, by Purchaser will constitute Purchaser's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, superseding all previous communications, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Cady unless made in writing and signed and approved by an officer of Cady. No modification of any of these terms will be effected by Cady's shipment of Equipment following receipt of Purchaser's purchase order, shipping request or similar request or similar forms containing printed terms conflicting or inconsistent with the terms herein.

No action or failure to act by Cady shall constitute a waiver of a right afforded to it under the Contract nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder except as may be specifically agreed in writing.

2. **Site.** Purchaser shall furnish the legal description of the site or of the land upon which the site is located and the names and addresses of the owners thereof. Should there be owners other than Purchaser they shall in writing authorize the construction on the site and agree to all security interests which may be claimed by Cady. Cady shall be entitled to rely on the accuracy of information furnished by the Purchaser. Purchaser will furnish a jobsite free of all obstructions above and below ground level and furnish verification that the final excavated site will support soil bearing pressures of at least 2000# per square foot. Purchaser will acquire all required permits prior to commencement of construction. Purchaser will further secure and pay for all necessary approvals, easements, assessments and charges required for construction.

3. **Electric Power.** The Purchaser will provide adequate current of the proper phase and voltage to within 50 feet of the structure to be constructed on the site and/or other equipment sites as required.

4. **Highway Limitations.** Purchaser has determined highway limitations, which may affect the delivery of the Equipment and accepts variance in delivery as necessitated by such restrictions.

5. **Security Interest.** Purchaser intends that the Equipment made the subject of this Contract shall at all times be and remain personally which is severable from the Purchaser's property. Purchaser hereby grants to Cady a security interest in the Equipment, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to, or used in conjunction with said Equipment. Cady shall have all rights and remedies of a secured party under the Uniform Commercial Code. The security interest of Cady will terminate upon payment in full by Purchaser. In the event that Purchaser finances this purchase through someone other than Cady, Cady agrees to assign the security interest to such financing agency upon receipt by Cady of payment in full. The Equipment shall be located on Purchaser's property at the site as described by Purchaser pursuant to paragraph 2 of this Contract. Purchaser designates Cady as its attorney-in-fact to execute any financing statements on behalf of Purchaser necessary to perfect such security interest.

6. **Disclaimer.** Cady is an Independent Contractor none of whose representations are binding on the manufacturer of the Equipment.

7. **Warranty and Limitations.** Purchaser understands the conditions of use of the Equipment and is not relying on the skill or judgment of the manufacturer or Cady in selecting the Equipment because Purchaser acknowledges that farming and livestock feeding results are very much the product of individual effort combined with various climatic, soil, water, growing and feeding conditions which are beyond the control of the manufacturer and Cady, Purchaser recognizes that any advertisements, brochures, or other written statements which he may have read, including any farm profit plan which may have been shown to him, as well as any oral statement which may have been made to him, concerning the potential of the structures and allied machinery and Equipment, are not guarantees and he has not

relied upon them as such because the Equipment will be under Purchaser's exclusive management and control.

Purchaser understands that the sole warranty, express or implied, provided to Purchaser in regard to the Equipment is the manufacturer's written warranty. A copy of the manufacturer's warranty is attached hereto and hereby incorporated herein.

Cady warrants its installation against defects in workmanship and materials of itself, its material suppliers and its subcontractors under normal and proper use and operating conditions for a period of twelve months from the date of completion. Cady shall not be responsible for defects in erection work performed by others than listed above.

Except for Cady's above-stated warranty pertaining to installation, there are no understandings, agreements, representations or warranties, either express or implied, running to Purchaser including specifically, without limitation, the implied warranties or merchantability and fitness for a particular purpose. Neither the manufacturer nor Cady shall be liable by virtue of this warranty, or otherwise, for any special or consequential loss or damage (including but not limited to those resulting from the condition or quality of any crop or materials stored in the structure) resulting from the use or loss of use of equipment and accessories.

8. Price Adjustments. If Cady's steel or other material supplier increases its prices to Cady prior to installation of the Equipment, Cady may increase the selling price of the Equipment by an amount equal to the percentage increase in the cost of Cady's steel or other materials from date of this Contract and the effective date of steel or other material increases to Cady. Cady shall give Purchaser thirty days written notice of any such increase, and, unless Purchaser shall within such period notify Cady in writing that it is unwilling to accept any such increase, the increased price shall be paid on all Equipment shipped after such thirty day period. If Purchaser shall notify Cady of its dissent, Cady shall have the right to cancel this Contract by giving to Purchaser written notice within ten days after receipt by Cady of Purchaser's notice.

9. Delivery. Unless otherwise stated on the Equipment schedule, the price and delivery of all standard Equipment as listed in Cady's catalog are FOB the construction site to which they are shipped. Title to the Equipment shall pass to Purchaser when the Equipment is duly delivered at said site, except where Purchaser requests a delay in shipment, in which case the title shall pass to the Purchaser when the Equipment is ready for shipment. If Purchaser requests a delay in shipment, then Purchaser shall pay the factory's standard storage charges for the period from the scheduled shipment date to the actual date of shipment. The risk of loss to the Equipment shall pass to Purchaser when the Equipment is delivered to the carrier at the factory. The processing of freight claims or loss claims is the responsibility of Purchaser.

10. Builder's Risk Insurance. The Purchaser shall purchase and maintain in a company or companies lawfully authorized to do business at the work site property insurance written on a Builder's Risk "All Risk" or equivalent policy form in the amount of the initial price plus value of such subsequent modifications and cost of materials supplied or installed by others comprising total value of the Equipment and Materials as installed at the site on a replacement cost basis without optional deductibles. Said insurance shall be maintained until final payment has been made. Said insurance shall include the interests of Purchaser, Cady, Sub-contractors and Sub-sub-contractors. Said insurance shall include without limitation insurance against the perils of fire (with extended coverage) and physical loss or damage, including theft, vandalism, malicious mischief, collapse, earthquake, flood and, windstorms.

11. Limitation of Remedies. Any action brought by Purchaser arising out of or in connection with an alleged breach of the manufacturer's Warranty or any other term or condition of this Contract shall be commenced within one year after such cause of action accrues.

If Purchaser desires to make a claim, it shall notify the manufacturer in writing as set forth in the Manufacturer's warranty. If Cady is required to do work on Purchaser's premises, Cady shall be granted permission to perform such work with its own service personnel under nonunion conditions.

12. Method of Shipment and Freight Charges. Orders specifically including freight or other transportation charges are based on rates in effect on date of this Contract and on the routing of shipment arranged by Cady. Cady will ship Equipment in accordance with Purchaser's routing whenever such routing will not result in an increase in freight or other transportation charges or whenever, in the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Purchaser to Cady's satisfaction. The Equipment shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by Cady. Marking shall be in accordance with ordinary commercial practice at place of shipment, unless otherwise designated by Purchaser and accepted by Cady.

13. Force Majeure – Delivery. Shipping and delivery dates are approximate and are based upon Cady's ability to obtain all necessary labor, materials and parts and, where applicable, the receipt of all necessary information, plans or applications from Purchaser. Cady shall not be liable for damages resulting from any delay or failure to deliver the Equipment, or otherwise perform under this Contract, due to circumstances beyond its control and not occasioned by its fault or negligence, including but not limited to, any act of government, inability to obtain materials, failure of vendors, strikes, labor disputes, civil commotion, acts of God, or other occurrences rendering Cady's performance commercial impracticable, regardless of whether such occurrences are foreseeable. In the event of a production shortage, Cady shall have the right to allocate its available Equipment among its customers in such a manner as Cady shall desire.

14. Credit Approval. This Contract is subject to (a) execution by Purchaser of such additional documents, security agreements, notes or other instruments as Cady shall deem necessary or desirable and (b) Cady's review and acceptance of the financial condition of Purchaser. If the financial condition of Purchaser at any time does not in the sole judgment of Cady, justify continuance of shipment under the terms of this Contract, Cady reserves the right to ship under reservation, or to require full payment before shipment or delivery. Additionally, Cady may at its discretion file such notices for financial protection under the lien or bond statutes of each state, or international sales terms, or require an irrevocable Letter of Credit confirmed by a major U.S. bank, payable at sight upon presentation of clean on-board bill of lading and other shipping documents as required.

15. Taxes. Cady's prices normally include sales, excise or similar taxes levied by governmental authority, either foreign or domestic. However, if Cady's prices do not include sales, excise or similar taxes levied by governmental authority then, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to this transaction, shall be paid by Purchaser as a part of this sale, or in lieu thereof, Purchaser shall provide Cady with a tax exemption certificate acceptable to taxing authorities of the shipped-to state. On any material picked up by Purchaser at the factory, the tax jurisdiction of the FOB state is applicable.

16. Additional Work and Inspection. No extra labor, materials or parts will be furnished under this Contract, unless it has been ordered by Purchaser on Cady's sales order form, and the prices and terms of sale are approved by Cady. Cady, at its option, may subcontract labor, material and parts required by this Contract without Purchaser's consent. The Equipment shall be, at Cady option, subject to inspection and testing during manufacture. Unless otherwise agreed to, Cady shall be responsible for unpacking, storage, field assembly of Equipment, or construction of foundations. Cady shall not be responsible for the choice or use of linings, sealants and gasket materials not sold hereunder, or the installation, attachment or connection of piping, conveying and ventilating Equipment, or other attachment of accessories or components not sold hereunder.

17. Law. The rights and obligations of the parties shall be governed by the domestic laws of the State in which the work is performed without regard to its conflict of law rules.

18. Notice. Written notice shall be deemed to have been duly delivered if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for which it was intended or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

19. Confidentiality of Proposal. All terms and conditions of this Contract shall be held in strict confidence by the Purchaser and shall not be divulged by the Purchaser to any other person or entity without the express prior written approval of Cady.

20. Cancellation Charges. If Purchaser notifies Cady that it terminates this Contract for its convenience, Cady will stop all work as promptly as reasonably possible, but Purchaser shall be responsible for a cancellation charge, computed on the basis of Cady's full cost to the date of notice including overhead, all engineering work, work in progress, raw material, supplies, administrative expenses and all commitments made by Cady in connection with the Contract, less such allowances as Cady may be able to make for any standard components and for the balance of the material as scrap, plus fifteen percent of the Contract price (or equal to fifteen percent of the total purchase price plus all non-recoverable costs and expenses). If any portion of the Equipment subject to the quotation, order acknowledgment or invoice is identified as "special" or "Made to Order", Purchaser's order shall not be canceled or cancelable by Purchaser after acceptance by Cady, except upon payment in full of the purchase price.

21. Severability. In the event that any one or more of these terms or conditions are held invalid, illegal or unenforceable, such provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

This Agreement shall be binding upon the Purchaser, CADY, their successors, assigns and legal representatives.

Entered into this 2nd day of May, 2016.

BY:

VILLAGE OF FREEBURG

CADY INC.

Authorized Purchaser, Signature

Stephanie Wetzell, Sales & Bus. Admin

Authorized Purchaser, Print Name