

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mike Blaies
Ray Matchett, Jr.
Lisa Meehling
Denise Albers
Michael Heap
Bob Kaiser

VILLAGE TREASURER
Bryan A. Vogel

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

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Wendy Keck Brown, P.C.

IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673

Join URL: <https://us02web.zoom.us/j/4478727673>

We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

August 10, 2020

**NOTICE
MEETING OF THE PUBLIC WORKS COMMITTEE
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)**

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, August 12, 2020, at 5:45 p.m.**

PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items to be Reviewed
 - A. Old Business
 - 1. Approval of July 15, 2020 Minutes
 - 2. New Sewer Plant
 - 3. Sewer Issues
 - 4. FSH Minutes
 - 5. Old Freeburg Road Water Line
 - 6. Water System Study
 - 7. Repair/Replace Sewer Main East and West Apple
 - B. New Business
 - 1. Resident Issue
 - 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)]; real estate transactions [5 ILCS, 120/2 - (c) (5)]; or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2(c)(2)]

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)
Wednesday, July 15, 2020 at 5:45 p.m.

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The Public Works Committee Meeting was called to order at 5:45 p.m. on Wednesday, July 15, 2020, by Chairman Bob Kaiser via the Zoom application. Members present via Zoom were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Police Chief Mike Schutzenhofer, Public Works Director John Tolan, Water/Sewer Department Leader Gregg Blumenkamp, Village Administrator Tony Funderburg and Office Manager Julie Polson. Village Hall was open to the public. No public was present at Village Hall or via Zoom.

A. OLD BUSINESS:

1. Approval of June 10, 2020 minutes: *Trustee Mike Blaies motioned to approve the June 10, 2020 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. New Sewer Plant/Sewer Loan: John advised he, Gregg, Trevor and Tony met with Burns & McDonnell to complete the design. He has received a set of plans and has reviewed them with Gregg and Trevor. They compiled a list of 46 questions on those plans and what we think we can change. He said Burns & McDonnell is pushing us a bit, and we are going to get the plans where we want them. He hopes to get a final set of plans in August and have time to review them. The EPA is running 30-45 days behind on loan document approval. John commended we are going to take our time and get it right. It will probably go out for bid sometime in October. He has also had meetings on CMOM which is almost complete. The hydraulic profile is done, they are reviewing it.

Trustee Mike Blaies motioned to recommend to the full Board Burns & McDonnell's Invoice #113084-12 in the amount of \$236,341.22 for payment and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

3. Sewer issues: John said the fuel odor is gone. They've been checking on it the last 2.5 weeks. He will continue with repairing and lining that sewer. There was a clog on old Fayetteville Road between Lakeview and Wood view, and our machine couldn't get through it. John called in Midwest Underground to take care of that, and our guys cleaned all the way to the end of Lakeview.
4. FSH Minutes: He has a meeting with Illinois American Water on August 4th to review the emergency interconnect procedures and operation. Gregg and chad and rick SLM working on nitrification action always plan. Rick came with test machine checking system levels, got some good numbers back.

Water/Sewer Committee Meeting
Wednesday, July 15, 2020
Page 1 of 2

5. Old Freeburg Road Water Line: Chris Bergman has been in discussion with the railroad on a couple different issues and documentation. He is waiting to hear back from them on the last submittal.
6. Water System Study: He met with TWM at their office and reviewed the modeling of the system, what the hydrant and towers do, looking at different scenarios and phases. Phase 1 would concentrate on the high school and grade school fire flow issue. Phase 2 would address the trouble areas to convert 4" cast iron to plastic lines. We are moving forward with the East Apple sewer main replacement.

B. NEW BUSINESS:

1. TWM GIS Data Hosting and Maintenance Agreement: Tony stated the first contract was for a term of 5 years and payments of \$5,000 per year. He confirmed we do own the rights to everything. TWM is asking for a one-year extension of the contract for \$3,000. John said TWM has upgraded their system, and it was very much needed. John would like to look at other companies who do this. He would like to go with this one for one more year and research where we want to go with this. The committee agreed to extend the contract for one year.

John advised they have installed a couple of water services at Meadow Pines. The sewer lines are starting to go in at Edision Estates. The annual drinking water quality report has been completed and submitted to EPA. Gregg collected annual samples today for corrosiveness. John explained it is rated on an aggressive index. To his knowledge, we don't have any lead mains or lead services. We do have 20% asbestos cement in the mains, and our pipes should have good coating. We've never had corrosive water. There have been quite a few issues at west plant. One of the lift station pumps had a thread is stripping out. We will need to get it retapped. The dissolved oxygen meter died and we had to purchase a new one.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn the meeting at 6:01 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager

F.S.H. WATER COMMISSION – Tuesday, July 28th, 2020

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 June 23rd, 2020

meeting were approved on a vote of ___ to ___.

3. Next Meeting: August 25th 2020 @ 7:30 p.m.

4. Hearing Date: August 25th, 2020 @ 7:30 p.m.

5. Guests: _____

6. Correspondence & Reports:

a) SLM Minutes _____

b) _____

7. Treasurer's Report & Claims for July. (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) Hydro Services - 2yr contract

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 _____.

*TONY
Pre ANNEXIN
agreement
2008
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F.S.H. WATER COMMISSION
TUESDAY, JUNE 23, 2020

1. CALL TO ORDER. The meeting of F.S.H. Water Commission was called to order by President Kenneth Vielweber in the Village of Freeburg at 7:33 PM with the following present: Ken Vielweber, John Tolan, Joel Boeving, Sr., Gary Wittenauer, Chad Rhutasel, Larry Rhutasel, and Bryan Vogel.

2. MINUTES. John Tolan motioned and Joel Boeving seconded to approve the May 26th minutes. Motion carried. (4-0).

3. JULY MEETING AND HEARING DATE. Next meeting and hearing date will be July 28th, 7:30 PM.

4. GUESTS. None.

5. CORRESPONDENCE & REPORTS.

A. Joel reported S.L.M. met June 15th. Minutes from the June meeting were presented. The plant is having issues their electric supply. Power was lost on to the plant. Clinton Co. Electric looking into.

B. S.L.M. has received bids for painting the inside and outside water tanks. Approximately \$1mil. For inside tank and \$2mil. for outside.

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

7. INVESTMENTS. Investments as of June 23, 2020 are as follows:

Bank	Amount	Rate	Term	Maturity	Payments	Cert. #
Citizens Bank	\$250,000.00	2.15%	84 MO	09/10/24	Quarterly	11977641
Citizens Bank	\$150,000.00	2.20%	84 MO	10/17/23	Monthly	11977639
Citizens Bank	\$100,000.00	2.15%	84 MO	08/06/24	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
Citizens Bank	\$300,000.00	3.25%	120 MO	09/26/28	Quarterly	55737416
Citizens Bank	\$200,000.00	2.65%	60 MO	07/29/24	Quarterly	55737417
Money Market	\$258,905.57	0.85%	N/A		Monthly	11977602

8. ENGINEER'S REPORT.

A. Larry Rhutasel reported he attempted to contact with Joe Eleben with field operations of Illinois American Water for the annual interconnect maintenance. Larry is waiting for a reply. Joel Boeving noted I.A.W. was flushing the hydrant near the Rt. 159 connection.

9. HYDRO SERVICES, INC.

A. Chad reported IEPA is requiring a nitrification testing plan. The plan would implement testing to ensure the water nitrate levels are adequate in areas near low use areas. Hydro Services provided three options on the required testing and the associated costs. Motion by Joel Boeving, seconded by Gary Wittenauer to approve Option #2 -- to have Hydro Services collect and perform the tests at \$175 per week. Motion carried by roll call vote. (4-0)

B. Clinton Co. Electric installed a new pole and equipment at the S.L.M site. Chad was on hand to ensure F.S.H. pumps and generator were working properly.

C. Chad reported a new service was installed at the former Jesse Jones farm on Press road.

10. COMMISSIONER'S COMMENTS.

A. Vielweber: 1. Ken received a new Workmen Compensation Insurance bid using another carrier. Motion by John Tolan, seconded by Gary Wittenauer to authorize President Vielweber to sign with the new carrier and facilitate the transfer. Motion carried by roll call vote. (4-0) 2. Ken asked Chad if F.S.H. has met the approval on the latest IEPA letter request; Chad responded "yes". 3. Ken asked Chad where are we with the process on the water tower maintenance and the meter calibration. Chad will get back with the commissioners. 5. Ken inquired if the standpipe at near Smithton is being utilized and if not could it be used in the future. Chad reported it is currently not being used however it is usable going forward if conditions change; such as a new school if built nearby.

B. Boeving: Nothing.

C. Tolan: Nothing.

D. Wittenauer: Nothing.

11. ADJOURN. Joel Boeving motioned and Gary Wittenauer seconded to adjourn at 8:09 PM; motion carried (4-0). The meeting was adjourned until July 28th, 7:30 PM.

Chairman - Ken Vielweber

Clerk - Bryan A. Vogel

BALANCE SHEET
AS OF 07/31/20

ASSETS

CURRENT ASSETS

CASH ON HAND	50.00
CHECKING - CITIZENS	83,847.59
MONEYMRKT - CITIZENS	261,982.93
C/D-C.C.B.#11977639,10/23	150,000.00
C/D-C.C.B.-11977640,08/24	100,000.00
C/D-C.C.B.#11977643 09/20	300,000.00
C/D-C.C.B.#11977641 09/24	250,000.00
C/D-C.C.B.#11977644 03/21	150,000.00
ACCOUNTS RECEIVABLE	32,925.85
C/D-C.C.B.#55737416,09/28	300,000.00
C/D-C.C.B.#557374170-5YR	200,000.00

TOTAL CURRENT ASSETS 1,828,806.37

PROPERTY & EQUIPMENT

BUILDING	78,771.78
STORAGE TANK & TOWER	237,740.00
STORAGE TANK #2	445,900.00
WATER SYSTEM	2,592,974.85
OFFICE EQUIPMENT	3,173.31
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. 2,039,423.69

TOTAL ASSETS

3,868,230.06
=====

BALANCE SHEET
AS OF 07/31/20

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	2,698,749.23
CURRENT EARNINGS	40,977.37

TOTAL EQUITY 3,836,160.60

TOTAL LIABILITY & EQUITY 3,868,230.06

=====

STATEMENT OF INCOME
 AS OF 07/31/20

RATIO: INCOME	----- T H I S Y E A R -----				BUDGET	----- L A S T Y E A R -----		
	THIS MONTH	RATIO	3 MONTHS	RATIO	3 MONTHS	THIS MONTH	3 MONTHS	
** THIS MONTH THIS YEAR **				** THIS MONTH LAST YEAR **				
REVENUES								
WATER SALES - RETAIL	5,781.15	8.2	16,156.83	8.3	0.00	6,582.17	15,203.34	
WATER SALES - WHOLESALE	64,193.60	91.4	177,010.73	91.3	0.00	70,239.58	196,334.80	
WISPER LEASE	250.00	0.4	750.00	0.4	0.00	500.00	750.00	
TOTAL REVENUES	70,224.75	100.0	193,917.56	100.0	0.00	77,321.75	212,288.14	
COST OF REVENUES								
PURCHASES - WATER	50,460.75	71.9	148,358.50	76.5	0.00	53,982.65	162,507.60	
MAINTENANCE FEES	1,976.53	2.8	5,058.33	2.6	0.00	4,108.82	7,178.62	
TOTAL COST OF REVENUES	52,437.28	74.7	153,416.83	79.1	0.00	58,091.47	169,686.22	
GROSS PROFIT	17,787.47	25.3	40,500.73	20.9	0.00	19,230.28	42,601.92	
OPERATING EXPENSES								
AUTO EXPENSE	150.00	0.2	450.00	0.2	0.00	600.00	900.00	
INSURANCE	3,716.00	5.3	3,716.00	1.9	0.00	4,088.00	4,088.00	
MEETING EXPENSE	0.00	0.0	50.00	0.0	0.00	0.00	0.00	
OPERATING EXPENSE	0.00	0.0	0.00	0.0	0.00	220.00	620.00	
REPAIRS & MAINTENANCE	455.56	0.6	1,853.50	1.0	0.00	960.00	1,600.00	
SMALL TOOLS & SUPPLIES	0.00	0.0	0.00	0.0	0.00	0.00	210.62	
TAXES - FICA	381.00	0.5	381.00	0.2	0.00	0.00	304.80	
TELEPHONE	25.00	0.0	75.00	0.0	0.00	25.00	98.36	
UTILITIES	129.50	0.2	390.46	0.2	0.00	106.36	330.21	
WAGES	766.50	1.1	2,299.50	1.2	0.00	1,226.40	1,839.60	
TOTAL OPERATING EXPENSES	5,623.56	8.0	9,215.46	4.8	0.00	7,225.76	9,991.59	
OPERATING INCOME	12,163.91	17.3	31,285.27	16.1	0.00	12,004.52	32,610.33	
OTHER INCOME								
INTEREST INCOME	3,082.11	4.4	9,150.15	4.7	0.00	3,244.03	8,292.22	
MISCELLANEOUS INCOME	541.95	0.8	541.95	0.3	0.00	4.58	4.58	
TOTAL OTHER INCOME	3,624.06	5.2	9,692.10	5.0	0.00	3,248.61	8,296.80	
NET INCOME	15,787.97	22.5	40,977.37	21.1	0.00	15,253.13	40,907.13	

S	BATCH	REF	DATE	DESCRIPTION	ACCT	PP	PE	AMOUNT
1	4	C/R-CHKG	06/25/20	CHKG DEPOSIT-SCRAP METAL	890	03	03	537.67-
1	4	C/R-CHKG	06/30/20	CHKG DEPOSIT-INTEREST	820	03	03	4.75-
1	4	C/R-CHKG	07/07/20	CHKG DEPOSIT-RETAIL	405	03	03	1,723.38-
1	4	C/R-CHKG	07/16/20	CHKG DEPOSIT-RETAIL	405	03	03	1,928.99-
1	4	C/R-CHKG	07/23/20	CHKG DEPOSIT-RETAIL	405	03	03	2,128.78-
1	4	C/R-CHKG	07/28/20	CHKG DEPOSIT - CO-OP DIV	890	03	03	4.28-
1	4	C/R-CHKG	07/28/20	CHKG DEPOSIT - WISPER	480	03	03	250.00-
1	4	C/R-CHKG	07/28/20	CHKG DEPOSIT-WHOLESALE F	110	03	03	31,418.40-
1	4	C/R-CHKG	07/28/20	CHKG DEPOSIT-WHOLESALE S	110	03	03	28,834.65-
1	4	C/R-CHKG	07/28/20	CHKG DEPOSIT-WHOLESALE H	110	03	03	3,940.55-
1	4	C/R-CHKG	07/28/20	TOTAL CHECKING DEPOSITS	102	03	03	70,771.45
								0.00 *
1	3	C/R-M/M	06/26/20	MNYMRKT DEPOSIT-C/D INT	820	03	03	2,450.82-
1	3	C/R-M/M	06/30/20	MNYMRKT DEPOSIT-M/M INT	820	03	03	179.81-
1	3	C/R-M/M	07/06/20	MNYMRKT DEPOSIT-C/D INT	820	03	03	176.23-
1	3	C/R-M/M	07/17/20	MNYMRKT DEPOSIT-C/D INT	820	03	03	270.50-
1	3	C/R-M/M	07/28/20	TOAL MNYMRKT DEPOSITS	103	03	03	3,077.36
								0.00 *

SOURCE TRANSACTIONS LISTED = 16
 SOURCE DEBITS = 73,848.81
 SOURCE CREDITS = 73,848.81-
 =====
 DIFFERENCE = 0.00

2	1	6664	06/30/20	HYDRO SERVICES INC.	525	03	03	1,740.90
2	1	6665	06/30/20	VILLAGE OF FREEBURG	725	03	03	48.58
2	1	6666	07/14/20	S. L. M. WATER COMMISSION	501	03	03	50,460.75
2	1	6667	07/14/20	MONROE CO. ELECTRIC CO-OP	725	03	03	80.92
2	1	6668	07/14/20	HUNTLEIGH MCGEHEE-INS	640	03	03	2,727.00
2	1	6669	07/22/20	SHORT CUTS LAWN & LANDSCP	690	03	03	425.00
2	1	6670	07/22/20	ACE HARDWARE	690	03	03	30.56
2	1	6671	07/22/20	WISPER ISP	718	03	03	25.00
2	1	6672	07/28/20	MISSOURI EMPLOYERS MUTUAL	640	03	03	989.00
2	1	6673	07/28/20	JULIE, INC.	525	03	03	235.63
2	1	6674	07/28/20	UNITED STATES TREASURY	710	03	03	381.00
2	1	6675	07/28/20	JOEL L. BOEVING, SR.	730	03	03	153.30
2	1	6676	07/28/20	GARY WITTENAUER	730	03	03	153.30

FUNK HEATING & COOLING INC.

2001 1784 AVENUE
 FAYETTEVILLE, N. CAROLINA
 (800) 677-2722

DATE	1/11/11
SCHEDULED	
PHONE	

NAME: <u>Funk Heating & Cooling Inc.</u>	CELL PHONE	JOB LOCATION	WK. PHONE	E-MAIL
STREET: <u>2001 1784 Avenue</u>			<input type="checkbox"/> WARRANTY	<input type="checkbox"/> NORMAL
CITY: <u>Fayetteville</u>	STATE: <u>NC</u>	ZIP: <u>28403</u>	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> RESIDENTIAL
		MAKE: <u>Carrier</u>	<input type="checkbox"/> SERV. CONTRACT	<input type="checkbox"/> COMMERCIAL
		MODEL: <u>30CB</u>	SERIAL NUMBER	

QTY.	PARTS DESCRIPTION	PRICE	DESCRIPTION OF WORK	SERVICE
1	1/2" Coil Clean	18.20	Leak on gas line	
1	1/2" Condenser	34.00	Change condenser tubes	
1	1/2" Drain Tube	4.00	Check Refrigerant Charge	
<p><i>Thank you Very Much</i> <i>Funk Heating</i></p>				

ALL ACCOUNTS ARE DUE ON OR BEFORE THE 10th OF THE FOLLOWING DATE OF SERVICE. PAYMENTS OVER 30 DAYS WILL BE CHARGED A LATE FEE OF 5% PER MONTH.

PARTS TOTAL ▶ 56.39 LABOR CHARGES #1 HRS. @ 25 /HR. = #2 HRS. @ /HR. = 100.00

ENVIRONMENT CHECK LIST				PARTS: WARRANTY		SUB-TOTAL	
REFRIGERANT	CHRG. CODE	TYPE	SYSTEM	QTY.	QTY.	QTY.	QTY.
	REFRIG.	RECOVERED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	QTY.	QTY.	QTY.
	①	RECYCLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	QTY.	QTY.	QTY.
	②	RECLAIMED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	QTY.	QTY.	QTY.
	③	RETURNED TO THIS SYSTEM?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	QTY.	QTY.	QTY.
④	DISPOSAL	NON USEABLE <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	QTY.	QTY.	QTY.	
⑤	DISPOSAL						

CHANGED OUT (OR REPLACED)? YES NO

DIS-MANTLED? YES NO

REFRIGERANT DISPOSAL

OUR PERSONNEL RECOMMEND:

ACCEPTED DECLINED

OWNER'S INITIALS

LABOR: GUARANTEE
 The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 90 days. We do not, of course, guarantee other parts than those we install. If repairs later become necessary due to other defective parts, they will be charged separately.

TRAVEL TIME

MILEAGE 167

SUB-TOTAL PARTS	<u>56.39</u>
TRIP CHARGES	<u>66.00</u>
TOTAL OTHER CHARGE	
TAX	<u>2.72</u>
TOTAL AMOUNT DUE	<u>230.11</u>

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL AND COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

DATE: 1/11/11

FSH MONTHLY REPORT

JULY MEETING

7/28/20

- ◆ Read Master and customer meters.
- ◆ Did JULIE locates.
- ◆ Installed new water service on press road for Drew Shilling.
- ◆ The Agreement between FSH and Hydro expires in September. I have attached a copy of the new Agreement for review and approval.
- ◆ SLM is switching to a Free chlorine feed on 8/17/20. I put a notice in the paper inclusive of all 3 Villages and FSH customers.
- ◆ Will begin flushing hydrants after the free residual has worked its way throughout the system.
- ◆ Have been spraying weed killer and weed eating around all hydrants and will be touching up paint on hydrants that need it.

FSH WATER COMMISSION WATER USAGE REPORT**JUNE 2020****RECORDED BY HYDRO SERVICES, INC. - CHAD E. RHUTASEL****DATE: 7/6/2020****READ ON: 7/1/2020****FREEBURG #1**

TIME 1:00 PM

PRESENT TOTAL	<u>421,456,000</u>
PREVIOUS TOTAL	<u>420,238,000</u>
GALLONS USED (F1)	<u>1,218,000</u>

SUBTOTAL TOTAL GALLONS (F1)	<u>1,218,000 (F1)</u>
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FREEBURG #2

TIME 1:05 PM

PRESENT TOTAL	<u>605,265,000</u>
PREVIOUS TOTAL	<u>595,130,000</u>
GALLONS USED(F3A)	<u>10,135,000</u>

SUBTOTAL TOTAL GALLONS (F3)	<u>10,135,000 (F3)</u>
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FREEBURG #3

TIME 12:07 PM

	(LOW FLOW)	(HIGH FLOW)
PRESENT TOTAL	<u>22,852,000</u>	PRESENT TOTAL <u>566,000</u>
PREVIOUS TOTAL	<u>22,442,000</u>	PREVIOUS TOTAL <u>473,000</u>
GALLONS USED (F5)	<u>410,000</u>	GALLONS USED (F6) <u>93,000</u>

SUBTOTAL TOTAL GALLONS (F5 & 6)	<u>503,000 (F7)</u>
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TOTAL GALLONS (F1, F3 & F7)	<u>11,856,000 (F)</u>
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NEW METER 6/28/10**SMITHTON**

TIME 1:40 PM

PRESENT TOTAL	<u>535,820,000</u>
PREVIOUS TOTAL	<u>525,510,000</u>
GALLONS USED (S1)	<u>10,310,000</u>

SUBTOTAL TOTAL GALLONS	<u>10,310,000 (S1)</u>
------------------------	------------------------

LEDGESTONE

TIME 1:30 PM

PRESENT TOTAL	<u>55,933,000</u>
PREVIOUS TOTAL	<u>55,362,000</u>
GALLONS USED (S2)	<u>571,000</u>

SUBTOTAL TOTAL GALLONS	<u>571,000 (S2)</u>
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TOTAL GALLONS (S1 & 2)	<u>10,881,000 (S)</u>
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HECKER #1

TIME 1:23 PM

PRESENT TOTAL	<u>69,957,000</u>
PREVIOUS TOTAL	<u>68,470,000</u>
GALLONS USED (H)	<u>1,487,000</u>

SUBTOTAL TOTAL GALLONS (H) 1,487,000 (H)

TOTAL GALLONS 1,487,000 (H)

RESIDENTIAL USAGE	<u>1,721,436</u>
HUBERT WATER HAULING	<u>5,897</u>

TOTAL GALLONS 1,727,333 (R)

FSH

WATER CONSUMPTION

TOTAL GALLONS (F, S, H & R) 25,951,333

SLM - WATER PUMPED

FSH
TIME 11:00 AM

PRESENT TOTAL	<u>1,426,841,000</u>
PREVIOUS TOTAL	<u>1,400,357,000</u>
GALLONS USED	<u>26,484,000</u>

TOTAL GALLONS (SLM) 26,484,000

-2.01% **WATER LOSS IN TOTAL GALLONS** -532,667

VILLAGE OF FREEBURG

	2017	2018	2019	2020
JANUARY	10,494,700	11,586,700	12,572,700	9,603,400
FEBRUARY	9,981,500	9,101,600	9,394,000	10,325,300
MARCH	10,038,000	10,699,300	11,484,500	10,540,500
APRIL	10,607,500	10,053,300	11,930,400	10,709,800
MAY	14,325,500	13,666,300	15,368,700	11,437,700
JUNE	13,463,000	13,501,700	15,380,200	11,856,000
JULY	14,931,300	13,177,000	15,696,300	
AUGUST	13,901,000	12,075,700	12,623,700	
SEPTEMBER	12,937,600	12,592,300	11,247,800	
OCTOBER	12,800,800	12,670,400	11,562,100	
NOVEMBER	10,981,300	10,487,500	10,335,200	
DECEMBER	11,762,000	12,249,000	10,386,000	
TOTAL	146,224,200	141,860,800	147,981,600	

VILLAGE OF SMITHTON

	2017	2018	2019	2020
JANUARY	6,840,000	7,990,000	7,667,000	7,885,000
FEBRUARY	6,293,000	6,429,000	6,482,000	7,111,000
MARCH	6,650,000	8,053,000	7,572,000	7,833,000
APRIL	7,007,000	6,958,000	9,236,000	8,254,000
MAY	8,326,000	9,281,000	8,827,000	9,202,000
JUNE	9,304,000	9,448,000	9,912,300	10,881,000
JULY	10,242,000	9,421,000	11,826,900	
AUGUST	9,444,000	8,203,000	9,482,800	
SEPTEMBER	8,777,000	9,098,000	9,876,900	
OCTOBER	9,403,000	8,382,000	8,871,400	
NOVEMBER	7,728,000	7,265,000	7,747,800	
DECEMBER	7,867,000	8,290,000	7,646,900	
TOTAL	97,881,000	98,818,000	105,149,000	

VILLAGE OF HECKER

	2017	2018	2019	2020
JANUARY	893,000	927,000	957,000	934,000
FEBRUARY	764,000	917,000	789,000	810,000
MARCH	827,000	918,000	918,000	991,000
APRIL	914,000	868,000	1,014,000	1,169,000
MAY	1,018,000	1,230,000	1,207,000	1,800,000
JUNE	1,166,000	1,426,000	1,213,000	1,487,000
JULY	1,222,000	1,123,000	1,217,000	
AUGUST	1,073,000	983,000	995,000	
SEPTEMBER	1,014,000	1,084,000	1,520,000	
OCTOBER	1,090,000	968,000	1,014,000	
NOVEMBER	792,000	936,000	964,000	
DECEMBER	953,000	900,000	862,000	
TOTAL	11,726,000	12,280,000	12,670,000	

RESIDENTIAL USAGE

MONTH	2016	2017	2018	2019	2020
JANUARY	443,149	350,657	785,769	354,300	853,696
FEBRUARY	335,781	325,695	785,769	418,675	400,584
MARCH	385,746	378,560	639,873	992,381	384,650
APRIL	423,903	385,700	873,688	632,789	347,310
MAY	436,427	570,071	906,688	787,330	808,911
JUNE	767,987	594,700	1,045,156	844,455	1,727,333
JULY	486,884	586,810	970,716	760,869	
AUGUST	394,717	453,220	637,661	1,002,997	
SEPTEMBER	415,970	637,460	706,456	736,612	
OCTOBER	482,953	785,909	309,150	700,056	
NOVEMBER	351,725	791,491	1,036,082	347,025	
DECEMBER	351,725	785,769	878,538	781,880	
TOTAL	5,276,967	6,646,042	9,575,546	8,359,369	

SLM

	2017	2018	2019	2020
JANUARY	19,308,000	22,256,000	22,545,000	20,911,000
FEBRUARY	18,350,000	17,701,000	20,034,000	19,478,000
MARCH	19,351,000	21,627,000	22,202,000	21,439,000
APRIL	20,744,000	19,419,000	23,487,000	21,570,000
MAY	23,591,000	25,616,000	27,989,000	24,238,000
JUNE	25,465,000	26,723,000	29,429,000	26,484,000
JULY	27,797,000	25,573,000	31,307,000	
AUGUST	25,603,000	23,566,000	24,260,000	
SEPTEMBER	24,088,000	24,406,000	26,204,000	
OCTOBER	24,947,000	24,562,000	23,703,000	
NOVEMBER	20,909,000	20,554,000	21,196,000	
DECEMBER	23,036,000	22,648,000	20,536,000	
TOTAL	273,189,000	274,651,000	292,892,000	

FSH WATER LOSS/GAIN 2019 and 2020

	2019		2020	
	LOSS	GAIN	LOSS	GAIN
JANUARY	4.41% 994,000		7.82% 1,634,904	
FEBRUARY	14.73% 2,950,325		4.27% 831,116	
MARCH	5.56% 1,235,119		7.88% 1,689,850	
APRIL	2.87% 673,811		5.05% 1,089,890	
MAY	6.43% 1,798,970		4.08% 989,389	
JUNE	7.06% 2,079,045		2.01% 532,667	
JULY	5.77% 1,805,931			
AUGUST	0.64% 155,503			
SEPTEMBER	10.77% 2,822,688			
OCTOBER	6.56% 1,555,444			
NOVEMBER	8.50% 1,801,975			
DECEMBER	4.18% 859,220			
AVERAGE				

SLM Minutes

From:

To:

Date: Thursday, July 2, 2020, 10:40 AM CDT

SLM Water Commission

June 17, 2020

Commissioners met at plant office June 17, 2020 those present: Don Mueller, Ron Renth & Gerald Daugherty, Andrew Brockhahn, Dean Zurliene, Kurt Wehrle, Joel Boeving, Gina Stambaugh- Clerk, Plant Manager Rick Schmitt and attorney Kevin Dawson by phone. Absent: None. Chairman Don Mueller called meeting to order at 7pm.

Chairman called for corrections or approval of May meeting, which were emailed to Commissioners. Moved by Gerald Daugherty to accept, second by Andrew Brockhahn, motion passed.

Treasure's report from May Treasure's report: Water Fund \$50,814.42; Operation & Maintenance \$29,972.09; Money Market Bond & Interest \$213,327.22; Money Market Surplus Account \$134,828.91. Moved by Dean Zurliene to accept, second by Kurt Wehrle, motion passed.

May Bills were presented, moved by Kurt Wehrle to allow all bills presented, second by Joel Boeving, motion passed.

OLD BUSINESS

GPS Mapping meeting Wednesday June 24, 10am

Gina's computer is updated, just low on memory. Equipment has been ordered from Best Buy to add memory to computer.

NEW BUSINESS

Rick Schmitt's Manager's report:

- a. Lagoon cleanout moved to fall
- b. Master Meter testing scheduled
- c. Drain line from lagoons is being looked at
- d. Tank #2 & 1 Million ground storage inside inspection is due
- e. New River pump #2 is on & running
- f. Permits are back for booster station feed system, pricing out material.
- g. 2 Million gallon storage tank, outside painting needs to be addressed. Was suggested to put painting off & concentrate on clarifiers.
- h. Still working with Clinton County Electric with brown outs. Kurt Wehrle suggested that Rick make a list of all priorities & prices for next meeting.

Cable Company locates have been keeping crew very bust.

Gina will not be at next month's board meeting & asked if it would work to switch from 7/15 to 7/22. Attorney Kevin Dawson will not be able to attend on 7/15 either, everyone was in agreement for changing the date. (Thanks!)

Joel Boeving made a motion and second by Gerald Daugherty to end meeting at 7:40pm, motion passed. The next meeting will be Wednesday June 22, 2020 at 7pm.



www.cn.ca

Southern Region

CN
Joseph Wojcik
IC Track Design Technician
17641 S Ashland Ave.
Homewood, IL. 60430

T 708-332-4739

July 23, 2020

File P-11387

Village of Freeburg
14 Southgate Center
Freeburg, IL. 62243

RE: 9.05" PVC water line in an 18" steel casing
M. P. 19.90
Preparation fee \$1350.00 paid
Charge \$4,800.00

Attached hereto in duplicate is agreement covering the above-described subject matter, which has been prepared pursuant to your request. Please have both copies executed and return to me for my further handling for execution on behalf of the Railroad Company. Acceptance of the agreement is not to be assumed until a fully executed copy has been returned.

Please note that payment of \$4,800.00 is to be made upon execution of the agreement. To avoid delay in our handling, the required remittance should be made with the return of the agreement.

This office shall receive 5 days notice, exclusive of weekends and holidays, before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. Once execution of the agreement is complete and you have submitted a completed flagging and cable request form, to flagging_us@cn.ca 17641 S Ashland Ave. Homewood, IL. 60430 to set up flagging and signal locate before any work. The Utility must prepay the railroad for all anticipated flagging and cable location costs, which are to be calculated pursuant to the Request for Flagging Services and Cable Location form.

Sincerely,

Joseph Wojcik
IC Track Design Technician

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 23rd of July, 2020, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-11387

Village of Freeburg
14 Southgate Center
Freeburg, IL. 62243

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of \$4,800.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 9.05" PVC water line in a 18" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 19.90 St Louis subdivision in Freeburg, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 9 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 6 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

- ~~10.~~ Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

Illinois Central Railroad Company, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, Il 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.

A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
 - C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.
14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.
19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By:

James V. Fountain - Senior Manager, Real Estate

VILLAGE OF FREEBURG

By:

Name and Title

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT

Complete this form and return it along with a non-refundable preparation fee of \$1350 made out to CN.

Date: 2/18/2020

1. Owner/Applicant Information			
A. Name:	<u>Village of Freeburg</u>		
B. Address:	<u>14 Southgate Center, Freeburg, IL 62243</u>		
C. Authorized Representative:	<u>Seth Speiser</u>		
D. Title:	<u>Village President</u>		
E. Phone Number:	<u>618-539-5545</u>	F. Fax Number:	<u>618-539-5590</u>
G. Email Address:	<u>freeburg.mayor@aol.com</u>		
2. Engineer/Consultant Information			
A. Name:	<u>Thouvenot, Wade & Moerchen, Inc.</u>		
B. Address:	<u>4940 Old Collinsville Rd., Swansea, IL 62226</u>		
C. Authorized Representative:	<u>Christopher G. Bergmann, P.E.</u>		
D. Title:	<u>Water Infrastructure Services Leader</u>		
E. Phone Number:	<u>618-624-4488</u>	F. Fax Number:	<u>618-624-6688</u>
G. Email Address:	<u>cbergmann@twm-inc.com</u>		
3. Location Description (Attach a Copy of a Sketch Showing Location)			
A.	<u>NE</u> $\frac{1}{4}$ <u>SW</u> $\frac{1}{4}$ Sec. <u>18</u> , Township <u>1S</u> , Range <u>7W</u>		
B.	Nearest Public Road Crossing Name: <u>Old Freeburg Road</u>		
C.	Nearest Public Road Crossing DOT Number: <u>2 9 6 0 7 7 F</u> (Number on Blue Sign at Crossing, e.g. 123456L)		
D.	City / <u>(Village)</u> / Township: <u>Freeburg</u> (Circle One)		
E.	County: <u>Saint Clair</u>	F.	State: <u>Illinois</u>
G.	Utility Location – Railroad Mile Post: <u>19</u> plus <u>5,016</u> ft (Start Railroad Mile Post of Segment if Longitudinal)		
H.	Utility Location – Railroad Mile Post: _____ plus _____ ft (End Railroad Mile Post of Segment if Longitudinal)		
I.	Latitude: <u>3 8 . 4 4 5 7 3 0</u> °, Longitude: <u>-8 9 . 9 2 3 6 3 0</u> °		

Seth E. Speiser
Name of Submitter


Signature

618/539-5545
Telephone #

2-18-20
Date

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
WIRE/FIBER/CABLE CONSTRUCTION INFORMATION**

<p>4. Indicate Type of Utility/Facility</p> <p>A. Power Line _____</p> <p>B. Telephone _____</p> <p> • Fiber Optic _____</p> <p> • Copper Pair _____</p> <p>C. Cable TV _____</p> <p> • Fiber Optic _____</p> <p> • Coaxial _____</p> <p>D. Other <u>Water</u> _____</p>	<p>5. Desired Method of Installation/Construction</p> <p>A. Underground <u>X</u> - bore _____</p> <p>B. Overhead _____</p> <p>C. Crossing <u>X</u> - bore _____</p> <p>D. Longitudinal _____</p> <p>E. Copper Pairs _____</p> <p> • # of Wires _____</p> <p>F. Fiber Optic _____</p> <p> • # of Strands _____</p> <p>G. Other _____</p>
<p>6. Wire/Cable Data</p> <p>A. Number of Poles/Towers on Property _____</p> <p>B. Number of Guys/Anchors on Property _____</p> <p>C. Cross arm Overhang _____ ft</p> <p>D. Maximum Voltage _____</p> <p>E. Number of Wires/Cables/Pairs/Strands (circle one) _____</p> <p>F. Depth of Top of Wire/Cable/Casing below base of Rail or Top of Ground _____ ft</p> <p>G. Clearance Over Railroad Company's Wires _____ ft</p> <p>H. Clearance Over Railroad Company's Tracks _____ ft</p> <p>I. Casing Length (Property Line to Property Line) _____ ft</p> <p>J. Size & Kind of Pipe or Duct _____</p> <p>K. Method: How is Pipe or Duct to be installed under the track (dry bore & jack, directional, tunnel, other - specify) _____</p> <p>L. Size and Type of Wire/Cable _____</p> <p>M. Insulated _____</p> <p>N. Bare/Open Wire _____</p> <p>O. Stranded _____</p> <p>P. Solid _____</p> <p>Q. Angle of Crossing _____</p> <p>R. Length of Span Crossing Tracks (unsupported length if above tracks) _____ ft</p>	
<p>7. Location References and Clearances of Facility (Encroachment)</p> <p>A. Width of Public Road (crossing track) _____</p> <p>B. Distance From Each Facility (Encroachment) to Center Line of Main Track _____ ft</p> <p>C. Distance From Each Facility (Encroachment) to Center Line of any Adjacent Track _____ ft</p> <p>D. Side Clearance from Railroad Company's Wire to Nearest Pole/Tower _____ ft</p> <p>E. Distance and Direction From Bridge Abutment, Culvert, Switch, Road Crossing, etc. _____ ft</p>	

Seth E. Speiser
Name of Submitter


Signature

618/539-5545
Telephone #

2-18-20
Date

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPE CROSSING/ENCROACHMENT
PIPE CONSTRUCTION INFORMATION**

8. Commodity to be transmitted in pipe: water
(Steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste – specify)

9. Pipe Data

	CARRIER PIPE	CASING PIPE
A. Inside Diameter:	<u>7.98"</u>	<u>17.500"</u>
B. Outside Diameter:	<u>9.05"</u>	<u>18"</u>
C. Wall Thickness:	<u>0.503"</u>	<u>0.250"</u>
D. Pipe Material:	<u>PVC</u>	<u>Steel</u>
E. Specification/Grade or class:	<u>AWWA C900 DR-18</u>	<u>SMYS 35,000 psi</u>
F. Min. Yield Point of Material	<u>N/A</u>	<u>35,000 psi</u>
G. Process of Manufacture	<u>Extrusion</u>	<u>Rolled</u>
H. Name of Manufacturer	<u>Varies</u>	<u>Varies</u>
I. Type of Joint	<u>Bell & spigot</u>	<u>Welded</u>
J. Working Pressure	<u>50 psi</u>	<u>N/A</u>
K. Maximum operating pressure (by gauge)		<u>235</u> psi
L. Length of Casing pipe:		<u>200</u> ft
M. Casing pipe/uncased carrier pipe cathodically protected?		Y / <input checked="" type="radio"/> N
N. Hydrostatic pressure carrier pipe test pressure		<u>75</u> psi
O. Will casing pipe be vented?		Y / <input checked="" type="radio"/> N
P. Pipe Vent Size:		_____ in
Q. Will casing pipe/uncased carrier pipe have a protective coating?		<input checked="" type="radio"/> Y / N
R. Protective Coating Type		<u>Bituminous asphalt</u>
S. Depth of top of casing or uncased carrier pipe below base of rail or top of ground. (Closest point of utility to any base of rail or ground)		<u>9</u> ft
T. Method of installing casing pipe /uncased carrier pipe (Dry bore & jack, directional, tunnel, other – specify)		<u>Dry bore & jack</u>
U. Depth of pipe below the ground. (not beneath tracks)		<u>6</u> ft
V. Depth of pipe below ditches.		<u>6.5</u> ft
W. Distance from centerline of track to face of jacking/receiving pits.		<u>74 (J) / 126 (R)</u> ft
X. Depth from base of rail to bottom of jacking /receiving pits.		<u>10 (J) / 19 (R)</u> ft

Seth E. Speiser
Name of Submitter


Signature

618/539-5545
Telephone #

2-18-20
Date



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS

SWANSEA
WATERLOO
EDWARDSVILLE
PEORIA

MISSOURI

ST. CHARLES
ST. LOUIS

TENNESSEE | NASHVILLE

**THOUVENOT, WADE
& MOERCHEN, INC.**

SWANSEA OFFICE
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E14180329

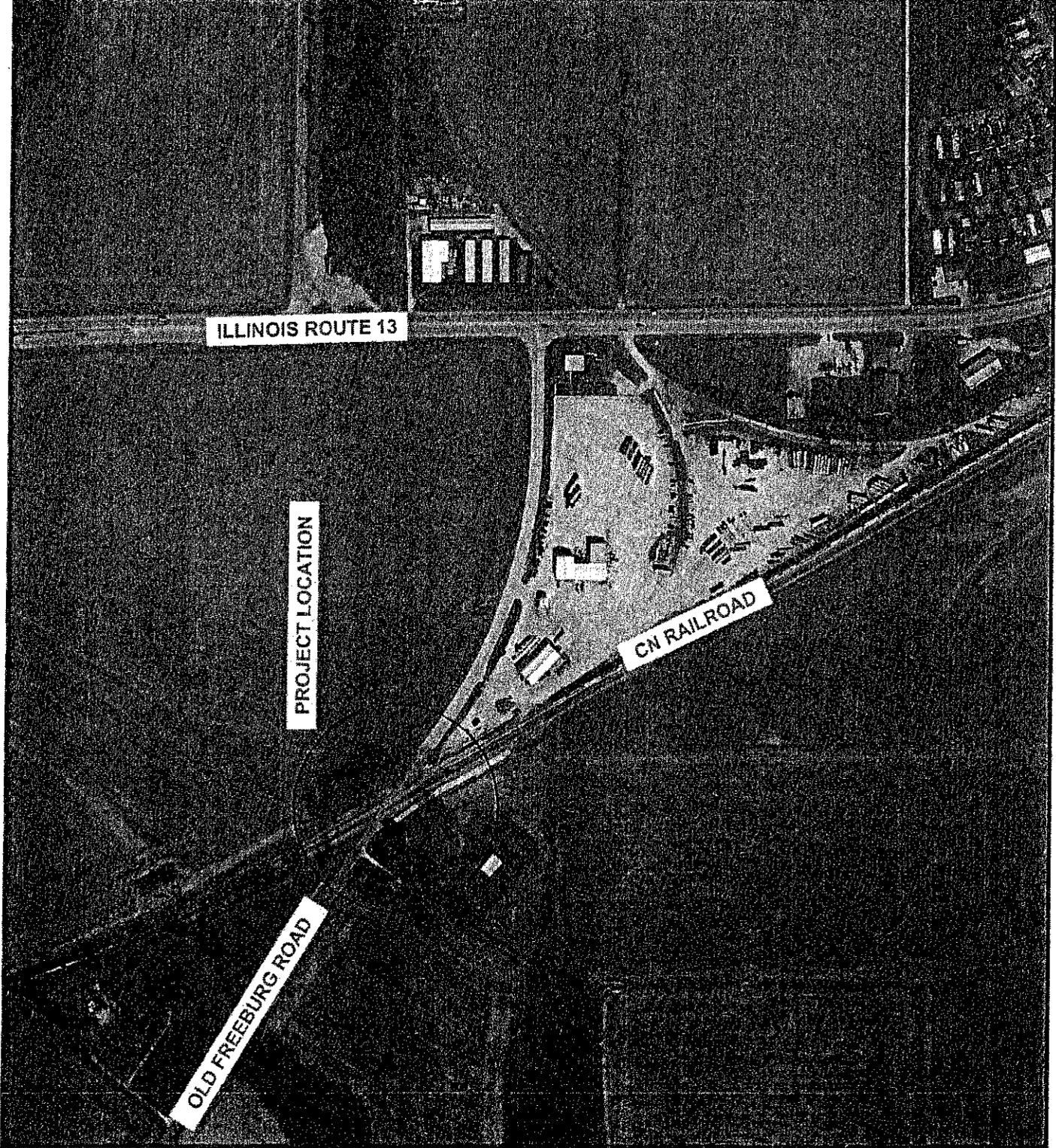
PROJECT:

OLD FREEBURG ROAD
WATER MAIN EXTENSION
VILLAGE OF FREEBURG
ST. CLAIR COUNTY, ILLINOIS

TITLE:

AERIAL LOCATION MAP

EXHIBIT A





CN System Engineering

Brent Crandell
Design and Construction
Field Engineer
951 Ugstad
Proctor, MN 55810
T 218-628-4237

July 23, 2020

Seth Speiser
Village President
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Subject: P-11387: Illinois Central Railroad Company, ST LOUIS Subdivision, MP 19.9 - 19.9

CN Engineering Design & Construction has reviewed the request for 9.05" PVC water line in a 18" Steel casing. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 6.) Geotech report indicates that the location of the bore is below the water line. If the soils are saturated and potential to flow during the installation, than the bore is not to begin until the soil conditions allow. Once the bore has begun, then the bore should not stop until the casing pipe is fully installed as per the plan. Geotech of record should be on site until the casing pipe is installed fully as per the design drawings.
- 7.) Flagman, Railroad representative, to be on site during the installation of the casing pipe as well as any work on over or underneath the railroad right of way.



CN System Engineering

Brent Crandell
Design and Construction
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Proctor, MN 55810
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8.) Any work that involves a temporary traffic control plans that involves a railroad grade crossings should follow Current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones requirements and MUTCD Section 6. Traffic Plan to be presented and discussed with Railroad Flagman, Railroad representative.

Sincerely,

Brent Crandell
CN Field Engineer

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

