

## REGULAR BOARD MEETING AGENDA – FEBRUARY 20, 2018 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 – 1. February 5, 2018 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for February 20, 2018 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
  - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions –
  - 11 – 1. Combined Planning and Zoning Board Memo Regarding Vollmer Construction’s Request to Rezone 800 Southgate Drive – **Exhibit D**
12. Contracts, Releases, Agreements and Annexations –
13. Bids –
14. Resolutions –
  - 14 – 1. Resolution #18-02: A Resolution Approving the FY2019 Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$140,000 – **Exhibit E**
15. Ordinances –
  - 15 – 1. Ordinance #1650 – Repeal Ordinance 1650, An Ordinance Amending Chapter 34 of the Revised Code of the Village of Freeburg (Subdivision Code) – **Exhibit F**
  - 15 – 2. Ordinance #1651 – An Ordinance Rezoning 800 Southgate Drive from B-1 to MR – 2 – **Exhibit G**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
  - 19 – 1. Electric Committee Meeting – Wednesday, February 14, 2018 – 5:30 p.m. – **Exhibit H**
    - 19 – 1a. Recommend Purchase of 10 Single Phase Pad Mount Transformers not to Exceed \$14,026 – **Exhibit I**
  - 19 – 2. Water/Sewer Committee Meeting – Wednesday, February 14, 2018 – 5:45 p.m. – **Exhibit J**
    - 19 – 2a. Recommend Approval of TWM’s Proposal to Prepare the Schiermeier Road Bid Documents not to Exceed \$4,000 – **Exhibit J-1**
    - 19 – 2b. Recommend Michael Nussbaumer be hired as a full-time Crew Worker
  - 19 – 3. Streets Committee Meeting – Wednesday, February 14, 2018 – 6:00 p.m. – **Exhibit K**
    - 19 – 3a. Recommend FY2019 MFT Resolution be Approved in the Amount of \$140,000
20. Upcoming Meetings
  - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, February 28, 2018 – 5:30 p.m.
  - 20 – 2. Finance Committee Meeting – Wednesday, February 28, 2018 – 5:45 p.m.
  - 20 – 3. Personnel/Police Committee Meeting – Wednesday, February 28, 2018 – 6:00 p.m.
  - 20 – 4. Board Meeting – Monday, February 5, 2018 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)].

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 OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, FEBRUARY 5, 2018 @ 7:30 P.M.

Exhibit A

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

**CALL TO ORDER:** Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, February 5, 2018, in the Freeburg Municipal Board Room.

**PLEDGE OF ALLEGIANCE:** Those present and the Board Members recited the Pledge of Allegiance.

**ROLL CALL:** Trustee Denise Albers – here; Trustee James (Mike) Blaies – here; Trustee Mathew (Matt) Trout – here; Trustee Bert (Dean) Pruett – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Ramon (Ray) Matchett, Jr. – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Speiser announced there is a quorum.

### **EXHIBIT A:**

Mayor Speiser stated we have the minutes of the Regular Board Meeting Tuesday, January 16, 2018 for approval.

*Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Tuesday, January 16, 2018 and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.*

### **EXHIBIT B:**

#### **FINANCE:**

#### **Finance Committee Meeting:**

#### **The following item or items were talked about or discussed:**

Trustee Denise Albers reported on the Finance Committee Meeting held on Wednesday, January 24, 2018 at 5:55 p.m.

1. **REVIEW OF BOARD LISTS:** Trustee Albers stated we reviewed the Board Lists, there were some questions on some expenses which were explained: Crafcoc Company of an expenses \$2,790.00. Trustee Albers said Public Works Director John Tolan stated that was the crack sealer machine we rented; next was the Bobcat, \$1,177.23 maintenance/repair, than the Guardian Wellness Program \$6,971.61, which we know longer belong to this program it ended January 31, 2018.

Village of Freeburg Board Meeting Minutes  
Monday, February 5, 2018  
Page 1 of 7

2. **REVIEW OF INVESTMENTS:** Trustee Albers stated there are no CD renewals until October 2018.

3. **INCOME STATEMENT:** Trustee Albers said she asked what the video gaming revenue is spent on. Village Administrator Tony Funderburg advised committee the board wanted it be used for community related expense. Trustee Albers said one of our regular expense is the newsletter and we also use it to fund items needed for the Village Park.

**TREASURER'S REPORT:** Trustee Albers said Finance Clerk Debbie Pierce is getting Treasure Bryan Vogel the information needed for the fourth quarter.

**OLD BUSINESS:**

1. Attorney Invoices: Trustee Albers said we reviewed our Attorney Invoices.

2. Newsletter:

**NEW BUSINESS:**

1. FY2019 Budget: Trustee Albers stated we discussed the FY2019 Budget. Trustee Albers stated the committee agreed to use all of the \$330,000 on the police department addition. Trustee Albers said we discussed how we are going to pay for the first year of design engineering fees for the new sewer plant which is approximately \$500,000. The sewer fund is extremely weak and we only have \$354,000 in reserves. Trustee Albers stated one fund can borrow from another as long as paid back by end of year. Trustee Albers said EPA does not start reimbursing expense until the construction starts and the design is going to take 1 to 1.5 years. Trustee Albers said the other option would be to start raising rates now to start building the reserve fund. Trustee Albers stated Public Works Director John Tolan would rather see the rate increase spread out over three years since we really don't know the total price of the project. Trustee Albers said Village Administrator Tony Funderburg said the 3- to - 5 year has been updated and emailed out. Please look over the draft budget if there is a project not in there let Tony know. Trustee Albers stated the budget has to be passed by the end of March.

**TREASURER'S:** None.

**ATTORNEY'S REPORT:** None.

**EXHIBIT C:**

**ESDA REPORT:** Mayor Speiser called on ESDA Coordinator Gene Kramer. ESDA Coordinator Gene Kramer updated us on the following:

1. ESDA Coordinator Gene Kramer updated us on the weather.

2. Complete changes to IESM renewal for Freeburg ESDA division of shelter managers and communication support members.
3. National Weather Service Severe Weather Storm Spotter Training Class.
4. County EMA for the FCC renewal of RACES/ARES combined ARS license.
5. ESDA Coordinator Gene Kramer advised us that the month of February 2018 is “Earthquake Preparedness Month”.
6. The month of March 2018 will be Server Weather Preparedness month By IEMA.

**PUBLIC PARTICIPATION:** Janet Baechle said if anyone has a chance to go to this training class, please go you will enjoy it.

**REPORTS AND CORRESPONDENCE:**

**EXHIBIT D:**

1. Zoning Administrator’s Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Gary Henning on his February 5<sup>th</sup> Zoning Report. Hearing none we will move on.

**RECOMMENDATIONS OF BOARDS AND COMMISSIONS:** None.

**CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS:** None.

**BIDS:** None.

**RESOLUTIONS:** None.

**EXHIBIT E:**

**ORDINANCES:** Mayor Speiser stated, we have Ordinance #1648, An Ordinance of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Enter Into and the Mayor to Execute a Contract Between the Village of Freeburg, Illinois Police Department and St. Clair County, Illinois Police Department and St. Clair County, Illinois for Coordinated Communication Service.

*Trustee Elizabeth Meehling motioned to adopt Ordinance #1648 by title only and Trustee Mathew Meehling seconded the motion. ROLL CALL:* Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXHIBIT F:**

**ORDINANCES:** Mayor Speiser stated, we have Ordinance #1649, An Ordinance Amending Chapter 24 of the Revised Code of the Village of Freeburg, St. Clair County, Illinois (Traffic Schedules)

*Trustee Ramon Matchett, Jr. motioned to adopt Ordinance #1649 by title only and Trustee Bert Pruett seconded the motion. ROLL CALL:* Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; Trustee Elizabeth Meehling. – aye; Trustee Denise Albers – aye; Trustee Mathew Trout– aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

#### **EXHIBIT G:**

**ORDINANCES:** Mayor Speiser stated, we have Ordinance #1650, An Ordinance Amending Chapter 34 of the Revised Code of the Village of Freeburg, St. Clair County, Illinois (Subdivision Code)

*Trustee Bert Pruett motioned to adopt Ordinance #1650 by title only and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL:* Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee Mathew Trout – aye; Trustee James Blaies– aye; Trustee Elizabeth Meehling – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**APPOINTMENTS:** None.

#### **COMMITTEE MEETING REPORTS:**

##### **EXHIBIT H:**

##### **Committee As A Whole Meeting:**

Mayor Seth Speiser reported on the Committee As A Whole Meeting on Wednesday, January 10, 2018 at 6:25 p.m.

Mayor Speiser said there was an Executive Session to Discuss Collective Negotiating Matters Between the Public Body and its Employees. Mayor Speiser stated we are moving forward on this.

##### **EXHIBIT I:**

##### **Legal/Ordinance Committee Meeting:**

Trustee Bert Pruett reported on the Legal/Ordinance Committee Meeting on Wednesday, January 24, 2018 at 5:30 p.m.

##### **The following item or items were talked about or discussed:**

1. Zoning Report/Nuisance Properties: Trustee Pruett said Zoning Administrator Gary Henning and himself drove around town and found 8 items to check on. Trustee Pruett said all of those items have been corrected or are in the process of being corrected.

2. Change in Preliminary Plat Approval Time Frame: Trustee Pruett said we discussed the changes in Preliminary Plat which we passed tonight under Ordinances.

Village of Freeburg Board Meeting Minutes

Monday, February 5, 2018

Page 4 of 7

## **NEW BUSINESS:**

1. St. Clair County Zoning Board of Appeals: Trustee Pruett said there were two applicants for the St. Clair County Zoning Board of Appeals. Trustee Pruett said the committee had no objections to their request, so we were not asked to attend the meeting.
2. Review of Annexation Agreement: Trustee Pruett said we discussed going over our current annexation agreement. Trustee Pruett stated Village Administrator Tony Funderburg said if they see any issues with it, please let him know.
3. Executive Session: Trustee Pruett stated we had a 15 minutes Executive Session to discuss Litigation.

## **EXHIBIT J:**

### **Personnel/Police Committee Meeting:**

#### **The following item or items were talked about or discussed:**

Trustee Elizabeth Meehling reported on the Personnel/Police Committee Meeting held on Wednesday, January 24, 2018 at 6:18 p.m.

## **POLICE:**

### **OLD BUSINESS:**

1. Police Department Expansion: Trustee Meehling stated Chief Mike Schutzenhofer met Netemeyer Engineering when they were here to get measurements. Trustee Meehling said Village Administrator Tony Funderburg, Chief Schutzenhofer and herself will meet with them once their proposal is ready.

Trustee Meehling said she asked Chief Mike Schutzenhofer about the OMNIGO software. Trustee Meehling said Chief Schutzenhofer has two training dates scheduled in February. Trustee Meehling said one of the sergeants from Cahokia Police Department will conduct the training. Trustee Meehling said Chief Schutzenhofer is loading all of the fleet information on, so we can keep track of everything and he will be adding the policy/procedure manual. This way the officers can access it anytime they need it.

## **NEW BUSINESS:**

1. CENCOM Agreement: Trustee Meehling stated Chief Mike Schutzenhofer confirmed O'Fallon is not taking any new agencies. Trustee Meehling said Chief Schutzenhofer stated we will benefit with better response times since there will be a CENCOM East and CENCOM West. Trustee Meehling said this is a 3-year agreement and we have zero choices one where to go. Trustee Meehling said with our new software, our guys sometime see it on their screen before we get the call.

**PERSONNEL:**  
**OLD BUSINESS:**

1. Crew Worker Hire: Trustee Meehling said we discussed hiring a third pool manager for the upcoming season. Trustee Meehling said at this time she would like to make motion.

*Trustee Elizabeth Meehling motioned to hire Haley Rouse as the third pool manager and Trustee Mathew Trout seconded the motion. ROLL CALL:* Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Denise Albers – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

2. Officer Bill Donald's Request: Trustee Meehling said we had a request from Officer Bill Donald for a leave of absents.

*Trustee Elizabeth Meehling motioned to grant Officer Bill Donald's request for a leave of absence for six-months and Trustee Mathew Trout seconded the motion. ROLL CALL:* Trustee Elizabeth Meehling – aye; Trustee Mathew Trout. – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**NEW BUSINESS:** None.

**UPCOMING MEETINGS:**

Combined Planning and Zoning Board – Tuesday, February 13, 2018 – 6:00 p.m.  
Electric Committee Meeting – Wednesday, February 14, 2018 – 5:30 p.m.  
Water/Sewer Committee Meeting – Wednesday, February 14, 2018 – 5:45 p.m.  
Streets Committee Meeting – Wednesday, February 14, 2018 – 6:00 p.m.  
CLOSED IN OBSERVANCE OF PRESIDENT'S DAY – Monday, February 19, 2018.  
Board Meeting – Tuesday, February 20, 2018 – 7:30 p.m.

**VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:**

**Trustee Bert (Dean) Pruett** – Congratulations to Haley Rouse and everyone please be careful the weather might be pretty bad.

**Trustee Ramon (Ray) Matchett, Jr.** – No thank you.

**Trustee James (Mike) Blaies** – No thank you.

**Village Clerk Jerry Menard** – No thank you.

**Trustee Mathew (Matt) Trout** – He would like to thank everyone who purchased Blues Hockey tickets for the police fundraiser for tomorrow night. We have set the date for the Fall-Festival Chili-Cook-Off, it will be September 29, 2018

**Trustee Elizabeth Meehling** – No thank you.

**Trustee Denise Albers** – Congratulations to the Freeburg High School Bowling team for going to state.

## STAFF COMMENTS

**ESDA Coordinator Gene Kramer** – No thank you.

**Village Zoning Administrator Gary Henning** – Congratulations to the Freeburg High School Bowling team for going to state.

**Public Works Director John Tolan** – No thank you.

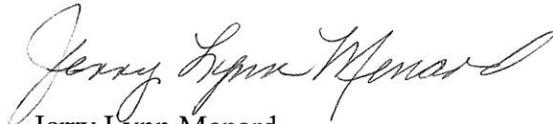
**Chief of Police Mike Schutzenhofer** – No thank you.

**Village Administrator Tony Funderburg** – No thank you.

## ADJOURNMENT:

Mayor Speiser called for a motion to adjourn the meeting.

*Trustee Mathew Trout motioned to adjourn the Regular Board meeting of Monday, February 5, 2018 at 7:46 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.*



Jerry Lynn Menard

Village Clerk

**Jane Kramper**

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**From:** Julie Polson  
**Sent:** Friday, February 16, 2018 1:20 PM  
**To:** Jane Kramper  
**Subject:** Fwd: ESDA Board Report for Feb. 20, 2018

Sent from my iPad

Begin forwarded message:

**From:** Eugene Kramer <[generadio@att.net](mailto:generadio@att.net)>  
**Date:** February 16, 2018 at 12:08:11 PM CST  
**To:** Julie Polson <[jpolson@freeburg.com](mailto:jpolson@freeburg.com)>  
**Cc:** Trustee Meehling <[lmeehling@freeburg.com](mailto:lmeehling@freeburg.com)>  
**Subject:** **ESDA Board Report for Feb. 20, 2018**  
**Reply-To:** Eugene Kramer <[generadio@att.net](mailto:generadio@att.net)>

Please note the following:

1. Participated in the FEMA/IEMA requested for Illinois, HF SSB shared emergency communications test on 5.330.50 Mhz in participation with the State of Wisconsin on 2/08/18 from 12:30 pm - 2:00 PM.
2. On line NWS training concerning "notification" ICONS changes from the National Weather Service Office in St. Louis, Mo. (LSX).
3. Notified FCHS / Freeburg Elementary and St. Joseph School Superintendents and Principals concerning the March 6, 2018 Statewide Tornado Exercise test scheduled at 10 AM- verification for dates and "review" of exercise.
4. Issued three of the new Midland Weather Alert radios to churches since last reporting period.
5. Conducted monthly Tornado Siren alert system and "local" ESDA communications exercise on Tuesday Feb. 6, 2018. Also participated in the monthly IESMA Region 8 Starcom system communications exercise.
6. Responding to office call in questions concerning Freeburg ESDA sponsoring of the National Weather Service Severe Storm Weather Spotter/Skywarn training upcoming on March 22, 2018 at Southwestern Illinois College.
7. Conduct (from Freeburg ESDA office) Countywide ARES/RACES communications exercise, each Tuesday evening starting at 6:45 pm, followed at 7:10 PM with the Five County ARES/RACES Communications VHF exercise.
8. CASM Firstnet communications updates report gathering for project manager Dan Meseke.- State of Illinois.

9. Preparing "refresher" training updates, per our EOP, for all of our Public Safety divisions as it relates to Severe Weather (Spring/Summer) operations and will schedule with office Administrator Secretary, Julie Polson , as it relates to receiving training on the Freeburg Telephone Notification operations in an effort to provide multiple "back up" to the system per Public Safety Chairman Meehiling.

Respectfully submitted,

Eugene Kramer, Coordinator  
Freeburg ESDA

VILLAGE BOARD MEETING  
FEBRUARY 20<sup>th</sup>, 2018

Gary Henning Zoning Administrator

1 Occupancy Permit issued to date in February 2018:

6 Building Permit issued to date in February 2018:

- 1-Electric
- 1-Storage Building
- 1-Replace Bank Sign
- 1-Mobile Home
- 2-Sign-Banner Permits

Nuisances Corrected to date in February 2018 -- 11

Tony will email the board members the updated spreadsheet on current nuisances.

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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

# VILLAGE OF FREEBURG

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**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Michael J. Schutzenhofer

**VILLAGE ATTORNEY**  
Weilmuenster & Keck, P.C.

**DATE:** February 14, 2018  
**TO:** Village of Freeburg Board of Trustees  
**FROM:** Gary Henning, Zoning Administrator  
**RE:** Results of Combined Planning and Zoning Board 2/13/18 Hearing:

On February 13, 2018, a public hearing was held at the Village of Freeburg to hear a request from Vollmer Construction and Development to rezone 800 Southgate Drive from B-1 to MR-2.

After hearing an explanation from Bob Vollmer on their plans for building a six-unit housing complex on 800 Southgate Drive if it was rezoned from B-1 to MR-2, the Combined Planning and Zoning Board made the motion to grant the request. The motion passed with a 5-0 vote with one abstention. Those voting yes included Mike Heap, Gary Mack, Lee Smith, Kevin Groth and Steve Woodward. Board Member David Parrish abstained from the vote and Rita Green was absent.

**CC:** Seth Speiser, Mayor of Freeburg  
Tony Funderburg, Village Administrator



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	18-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Freeburg Illinois that there is hereby appropriated the sum of \_\_\_\_\_ Dollars ( \$140,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 04/01/18 to 03/31/19.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Freeburg shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jerry Lynn Menard Village Clerk in and for said Village of Freeburg in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Freeburg at a meeting held on 02/20/18.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year \_\_\_\_\_.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer  
Department of Transportation

Date

**Resolution No. 18-02 cont.**

Ayes \_\_\_\_\_ Nays \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent \_\_\_\_\_ Abstain \_\_\_\_\_  
\_\_\_\_\_

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 20th DAY OF February, 2018.

Vote Recorded By: \_\_\_\_\_  
Jerry Lynn Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 20th day of February, 2018.

ATTEST: \_\_\_\_\_  
Seth E. Speiser, Village President

\_\_\_\_\_  
Jerry Lynn Menard, Village Clerk

ORDINANCE NO. 1650

AN ORDINANCE AMENDING CHAPTER 34 OF THE REVISED CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS (Subdivision Code)

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

CHAPTER 34, Article II, Chapter 34-2-1(F)(6), Rights and Privileges of Subdivider, is amended as follows:

Chapter 34-2-1(F)(6):

(6): Change the following sentence from three to five years: In the event that the subdivision is being developed in stages, the applicant may, by written mutual agreement with the Combined Planning and Zoning Board, have final approval of the last part of the play delayed for a period no to exceed three five years from the preliminary plat approval.

The ordinance becomes effective after its passage and publication as prescribed by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 5th DAY OF February, 2018.

AYES Trustee Curt Pruitt NAYS \_\_\_\_\_
Trustee Ramon Mitchell, Jr. \_\_\_\_\_
Trustee Monice Allen \_\_\_\_\_
Trustee Matthew Trout \_\_\_\_\_
Trustee James Davis \_\_\_\_\_
Trustee Elizabeth Meubling \_\_\_\_\_
ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

Approved this 5th day of February, 2018.

Seth E. Speiser
Village President

ATTEST:
Jerry Lynn Menard
Village Clerk

Approval as to Legal Form:
Village Attorney

**ORDINANCE NO. 1651**

**AN ORDINANCE AMENDING THE FREEBURG ZONING ORDINANCE  
FOR THE PURPOSE OF REZONING CERTAIN PROPERTY  
COMMONLY KNOWN AS 800 SOUTHGATE DRIVE**

**WHEREAS**, the Village of Freeburg, St. Clair County, State of Illinois, presently has in force The Freeburg Zoning Ordinance, which is contained in the Freeburg Municipal Code, as amended from time to time; and

**WHEREAS**, the Village Combined Planning and Zoning Board has complied with the provisions of 65 ILCS 5/11-13-14 and Article 40-23-1 of the Freeburg Zoning Ordinance regarding amendments of regulations and zoning districts by holding a public hearing on February 13, 2018 to consider the request for a rezoning of certain property owned by Burl and Judy Hand and being purchased by Vollmer Construction and Development, LLC, pursuant to notice as required by statute; and

**WHEREAS**, the property owners of certain property commonly known as the Hand Property consisting of 0.396 acres +/- in the Village of Freeburg, Illinois have filed an application for rezoning the Property from B-1 to MR-2 (Multiple-Family Residential);

**WHEREAS**, the map attached hereto, marked Exhibit A, is an accurate map of the property so sought to be rezoned and such rezoning shall be in accordance with the boundaries indicated on the map;

**WHEREAS**, as a result of said hearing, the Combined Planning and Zoning Board has made a recommendation to the Village Board that it approve the request for rezoning to MR-2;

**WHEREAS**, the Board of Trustees has considered the recommendation of the Combined Planning and Zoning Board and has determined that it is in the best interest of the public health, safety and welfare and in compliance with the powers conferred upon the Village and the objectives and purposes set out in 65 ILCS 5/11-13-1, to adopt an amendment to the Freeburg Zoning Ordinance for the purpose of rezoning the Vollmer Construction and Development, LLC's (Burl and Judy Hand) Property to allow MR-2 uses in accordance with the map attached hereto as Exhibit A; and

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR, COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** The Village of Freeburg Zoning Ordinance is hereby amended to change the zoning classification from Business (B-1) to MR-2 (Multiple-Family Residential) on a tract of land consisting of approximately 0.396 acres in accordance with the map attached hereto as Exhibit A.

**ORDINANCE NO. 1651 cont.**

**Section 2:** That all other provisions of said Zoning Ordinance, as amended from time to time, shall remain unchanged and in full force and effect except as specifically amended by this Ordinance.

**Section 3:** If a court of competent jurisdiction declares any provision of this Ordinance unconstitutional or invalid, that decision shall not affect the validity of the remainder of this Ordinance.

**Section 4:** This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 20th day of February, 2018.

AYES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS \_\_\_\_\_  
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ABSENT \_\_\_\_\_  
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ABSTAIN \_\_\_\_\_  
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Approved this 20th day of February, 2018.

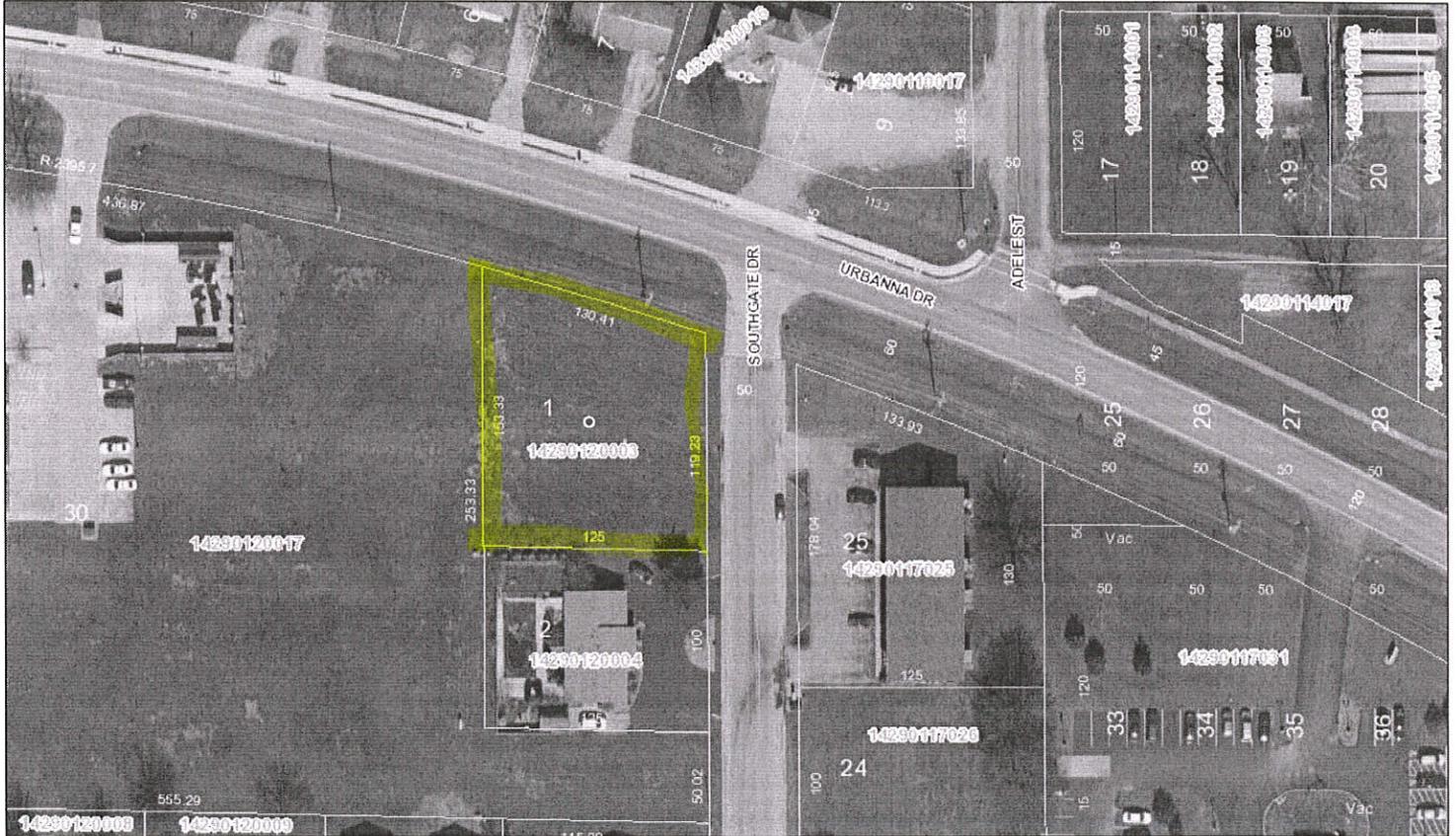
\_\_\_\_\_  
Seth E. Speiser  
Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

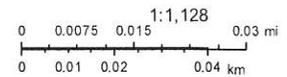
Approved as to Legal Form:  
\_\_\_\_\_

# St Clair County Parcel Map



1 / 22 / 2018 1 : 30 : 06 PM

-  Parcels
-  Green: Band\_2
-  Roads
-  Blue: Band\_3
-  Red: Band\_1



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ELECTRIC COMMITTEE MEETING  
(Trout/Albers/Blaies/Meehling)  
Wednesday, February 14, 2018 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, February 14, 2018 by Acting Chairman Mike Blaies. Committee members present were Chairman Matt Trout (absent), Trustee Denise Albers, Trustee Mike Blaies, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Ray Matchett, Trustee Dean Pruett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

**A. OLD BUSINESS:**

1. Approval of January 10, 2018 Minutes: *Trustee Lisa Meehling motioned to approve the January 10, 2018 minutes and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*
2. Surplus Equipment: Head Lineman Shane Krauss advised there is still the Harley issue, but the old truck was picked up. John stated he has a pallet of old pumps and chain saws that he is working on to surplus.
3. New Electric Customers: Shane spoke with the engineer at Ameren, and gave him the list of addresses we would like to take over. He also provided maps to hm. He has not been able to get in touch with the Janssen's but included them in the list to Ameren.
4. Customer Issues: None.

**B. NEW BUSINESS:**

1. Tom's Supermarket LED Lighting Project: John advised the Energy Efficiency committee at IMEA had a meeting last week. With the clean power plant bill gone, they are looking at other ways cities can take advantage of the program. They are going back to 75% reimbursement of street lights for one year. We have \$17,256 and getting another \$10!000. The grade school has requested \$2,600 in lighting for the gym. John would like to see us use some money to get some streetlights even if the project eventually goes through. He would like to use about \$10,000 of it.

John advised you can use the energy efficient money to put a solar unit on a government building. There are also programmable thermostats with a \$250 rebate. He will let Rod know to move forward with the grade school lighting project.

Shane said he typically replenishes stock at the end of the budget, and he would like to purchase 10 single phase pad mount transformers. T&R has rebuilt transformers at a cost of \$14,026 for ten of the. They are quite a bit lower than the newly priced ones.

*Trustee Lisa Meehling motioned to recommend to the full Board we purchase ten single phase pad mount transformers from T & R Electric not to exceed \$14,026 and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.*

John advised the committee at the IMEA meeting last month, they have a contract for 250 megawatts that they want to get out of. They are looking to diversify from the coal base. Prairie State for December was at 92% availability, and overall for 2017, a 79% availability factor. IMEA projects federal tax cuts will have a downward spiral to the transmission rates.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Lisa Meehling motioned to adjourn at 5:45 p.m and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*

Julie Polson  
Office Manager



*"The Transformer People"*

When Every Minute Counts

Call Toll Free 800-843-7994  
 (Outside U.S.) 605-534-3555  
 FAX 605-534-3861  
 Website <http://t-r.com>

**Quote Rev. 53767-1**

Date: 01/22/2018

Contact: Shane Krauss

Company: Freeburg Village

Phone: 618-539-3112

Fax: 618-539-5590

Email: [skrauss@freeburg.com](mailto:skrauss@freeburg.com)

### Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RW	10	PAD MOUNT	1	25	4160Y/2400 X 12470Y/7200	240/120	\$1,426.00	\$14,260.00
<b>Grand Total</b>									<b>\$14,260.00</b>	

### Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 30 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at [dan.bowen@trelectric.com](mailto:dan.bowen@trelectric.com).

Sincerely,  
 Dan Bowen  
 Sales Representative



"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994  
(Outside U.S.) 605-534-3555  
FAX 605-534-3861  
Website <http://t-r.com>

Quote Rev. 53767-1

Contact: Shane Krauss

Phone: 618-539-3112

Date: 01/22/2018

Company: Freeburg Village

Fax: 618-539-5590

Email: [skrauss@freeburg.com](mailto:skrauss@freeburg.com)

**Item #1 - Single Phase 25 KVA Pad Mount**

Product Type: Rewind

Transformer Type: Pad Mount

**Specifications:**

KVA:	25	Phase:	1
High Voltage:	4160Y/2400 X 12470Y/7200	Low Voltage:	240/120
Taps:	W/O TAPS		

**Accessories:**

- Primary Bushings, Dead Front, Loop Feed
- Pentahead Entry Assembly
- 8.3/14.4 KV Wells with Inserts
- Secondary Bushings, St. Stud Connections w/Spades
- Mineral Oil (standard)
- Drain Plug
- Pressure Relief Device
- Non-PCB Label
- Bell Green Paint
- Undercoating

**Notes:**

NEW COPPER WOUND T&R ELECTRIC TRANSFORMERS  
 FREIGHT IS INCLUDED  
 5-7 WEEK LEAD-TIME  
 \*\*\*\*\*

**Quantity: 10**

**Price: \$1,426.00 Each**

Warranty: 36 Month Guarantee

Manufacturing Time: See Comments for Details

Delivery: Fob: Destination

After Release to Production

**Electrical Tests:**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Transformer Turns Ratio Test</li> <li>2. Polarity and Phase Relation Test</li> <li>3. DC HYPOT TEST<br/>Performed at Two Times Rated Line Voltage Plus 1000 Volts           <ol style="list-style-type: none"> <li>a. HV to LV</li> <li>b. HV to Ground</li> <li>c. LV to Ground</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>4. Core Loss and Excitation Test</li> <li>5. Load and No Load Testing</li> <li>6. Included Potential Test at 400 Hertz for 7200 Cycles</li> </ol> |
|---|--|



**36 MONTHS  
100%  
Guarantee**

## **GUARANTEE**

**ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.**

**We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.**

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555  
(800) 843-7994  
FAX: (605) 534-3861  
E-MAIL: t-r@t-r.com

**T&R Electric Supply Co., Inc.**  
STANDARD TERMS AND CONDITIONS OF SALE  
Effective Date: 12 July 2013

ANY TERM, CONDITION AND/OR PROVISION (HEREAFTER TERMS) OF BUYER'S ORDER WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS SHALL NOT BE APPLICABLE HERETO OR BINDING UPON SELLER. IF BUYER OBJECTS TO ANY CONDITIONS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY THE SELLER AT THE ADDRESS STATED ON THE FACE HEREOF PRIOR TO THE COMMENCEMENT OF PERFORMANCE BY SELLER. RETENTION BY BUYER OF ANY ITEMS DELIVERED BY SELLER HEREUNDER SHALL BE CONCLUSIVELY DEEMED ACCEPTANCE OF THE TERMS HEREOF. SELLER'S FAILURE TO OBJECT TO TERMS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT BE A WAIVER OF THE TERMS HEREOF.

**1. Applicable Terms and Conditions**

The purchase by Customer of the material, equipment, component(s), product(s), supplies, goods and documentation (hereinafter the "Product") is expressly governed by these Terms and Conditions of Sale, and ONLY these Terms and Conditions of Sale, unless specifically agreed to otherwise in writing by T&R Electric Supply Co., Inc. ("T&R").

This sale is expressly conditioned upon Customer's acceptance of the terms and conditions stated below. If not previously given, Customer's payment or acceptance of Product, whichever occurs first, is conclusive to this acceptance.

**2. Quotations**

Each quotation is valid for thirty (30) days from its issue date unless otherwise stated in the quotation, or revoked prior to the issuance of Customer's purchase order.

**3. Prices**

Prices are subject to change without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R subject to adjustment for subsequent changes directed by the Customer and/or mutually agreed upon escalation formula. Prices will include freight prepaid and allowed to the accessible common carrier point nearest the first destination designated by the Customer in the forty-eight contiguous United States on the next available T&R truck delivering to the Customer's area, unless immediate shipping is required by Customer which charges would not be included in original quote. Customer must give at least two weeks notice to T&R in the event witness tests are required. Charges for said tests will be no less than \$1,000 per day.

Pallets are not included in the price of quote and need to be requested separately. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax, or email, the effective date may be given as part of the announcement. Pallets and export packaging provided by T&R will not be fumigated and any special requests must be made in advance, and may not be available through T&R.

**4. Taxes**

The price quoted by T&R for the Product does not include any Federal, state, or local property, license, privilege, sale, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Payment by T&R of any such taxes shall be for the account of the Customer, and shall be immediately reimbursed by Customer to T&R.

Where Customer, or the end-user, destination is located outside of the United States, the Customer shall pay all customs, duties, and local customs broker fees or costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type whatsoever.

**5. Terms of Payment**

Payment terms are thirty (30) calendar days from the date of invoice unless otherwise specified in writing.

If, in the judgment of T&R, the financial condition of the Customer at any time prior to shipment is reasonably called into question, then T&R may require payment in advance or cancel without any liability or obligation, any outstanding order, whereupon T&R shall be entitled to receive reasonable cancellation charges.

If payments are not made when due, Customer shall pay, in addition to any overdue penalties, a late charge equal to the greater of 1 1/2% per month cumulative on principal outstanding and prior assessed late charges, or the highest applicable rate allowed by law on all such overdue amounts.

**6. Delivery/Shipments**

Unless otherwise specified, all Products are shipped F.O.B. Colman, SD Prepaid and Allowed for net invoice values of \$1,000.00 or more. Orders less than \$1,000.00 net invoice value are shipped F.O.B. Colman, SD Prepaid and Added. F.O.B. accessible common carrier point nearest first destination designated by the Customer in the forty-eight contiguous United States on the next available contracted carrier truck delivering to the Customer's area, unless immediate shipping is required by Customer which charges would not be included in original quote, freight prepaid.

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of the Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval is required, drawings must be returned and released to production within fourteen days, in writing by facsimile or First Class Mail. Upon release to production, shipment date will be determined by work load level at the time of release and may not be the same as previously quoted. An acknowledgement shipment date will be provided upon request of the Customer. T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges.

Any charges for special services, including but not limited to, special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance, construction or repair of transportation facilities will be paid or reimbursed by the Customer.

Customer Pick-Up: No allowance will be made in lieu of transportation if the Customer accepts shipment at the factory, or the warehouse, or freight station.

Customer expressly consents that Will-Call Orders (e.g. orders for which the Customer elects to arrange for transportation) shall be invoiced on the later of the contractually acknowledged shipment date or of the actual product completion. T&R shall not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer whatsoever. Any applicable storage charges of completed products shall be in accordance with Section 17 (Delayed Shipment) herein.

Shipment Damage: Except in the event of F.O.B. Destination shipment T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, the Customer must unpack immediately and, if damage is discovered, must

- i. Not move the product from the point of examination;
- ii. Retain shipping container and packing material (if applicable);
- iii. Notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection;
- iv. Notify T&R within 72 hours of delivery; and
- v. Send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Product will be deemed accepted by the Customer upon receipt. Should the product not comply with technical specifications, Customer must notify T&R in writing, upon immediate receipt and off-loading of any alleged non-compliance, or within two (2) calendar days. Any notification of alleged non-compliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed non-compliance shall be in accordance with T&R's obligations as defined in Section 8 (Warranty) herein.

**7. Force Majeure**

T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to the Customer; unusually severe or harsh weather conditions; fire; flood; hurricanes, tornadoes, strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity, including the issuance of or failure to issue government decisions, changes in law; riots, epidemics, quarantine restrictions; war, insurrection or riot; acts of a civil or military authority; title and environmental issues; embargoes; fuel or energy shortage; blockages; transportation delays or

accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; delays of subcontractors.

In the event of delay in performance due to any such cause, the date of shipment of time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

**8. WARRANTY**

All T&R Transformers are guaranteed for the length of time, as stated in the Customer quote, to be free from defects in workmanship and materials under normal use or service; that normal use of service does not include abnormal stresses or stress from such causes as incorrect primary voltage, frequency or improper overload.

T&R is not responsible for consequential losses or damages outside of the Product or for any repairs or replacement made by others without T&R's written authorization. Should any unit fail within the applicable time period of the warranty, T&R will either repair or replace the transformer, or refund the Customer's money, at T&R's option.

Excluded from warranty are all newly manufactured transformers and all transformers rebuilt by other rebuilders, in which case their warranty will prevail.

THIS WARRANTY IS EXPRESSLY IN LIEU OF OTHER WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**9. Limitation of Liability**

The total, aggregate, and cumulative liability of T&R (including hereafter for purposes of this Section its affiliates, parent company, shareholders, subsidiaries, officers, directors, employees, agents, assigns and their respective predecessors and successors) to the Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability), by statute, or under any other legal theory shall in no event exceed that purchase order price of the specific Product in question.

Under no circumstances shall T&R be liable to Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability), by statute or under any other legal theory for any special, incidental, indirect or consequential damages or losses of any nature, even if customer has advised T&R in advance of the possibility of such damages.

Under no circumstances shall T&R be liable to Customer, whether by indemnity, or in contract, guaranty, tort (including negligence and/or strict liability) by statute, or under any other legal theory for loss of profit, loss of production, loss of contract, loss of revenue. Loss of use, cost of replacement power or temporary equipment (including additional expenses incurred in using existing facilities); claims or damages of Customer's customers; cost of money, loss of investment opportunity; loss of business opportunity; increased operating costs; financing costs; or government fines, penalties or sums due, even if Customer has advised T&R in advance of the possibility of such economic or financial losses.

The remedies of the Customer set forth herein are exclusive with respect to the Product and include anything done in connection with the Product, such as the performance or breach thereof, or from the manufacture, sale, repair or replacement, delivery, resale, or use of the Product; for the avoidance of doubt, the total, aggregate, and cumulative liability of T&R whether in contract, in tort (including negligence and/or strict liability), indemnity, guaranty, by statute, or under any other legal theory for any matter relating to the Product, shall not exceed the purchase order price of the Product.

Under no circumstances shall T&R be liable to Customer for punitive damages, nor may any arbitrator(s) or court of law award punitive damages against T&R.

No action, regardless of form, arising out of the transaction under this contract may be brought by the Customer more than one (1) year after the cause of action has occurred. T&R shall be entitled to the payment of its attorney's fees and costs in the event that T&R is forced to defend a legal action by Customer which claim(s) is covered and/or precluded by this Section 9 (Limitation of Liability).

**10. Intellectual Property**

The sale by T&R of the product ordered hereunder does not convey or grant license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to, patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of and only to the extent necessary for, use of the Product purchased hereunder in accordance with T&R's published specifications or used documentation.

**11. Delay Damages**

To the extent that T&R is responsible for any delays in its performance under these Terms and Conditions of Sale with respect to meeting the final shipment date for the Product, its total liability for such performance delay to the Customer shall not exceed an amount equal to 5% of the value of the individual subject Product order. Compensation for Customer's delay damages (in no event exceeding the 5% cap) will represent the full and final satisfaction of T&R's liability for delay. Customer shall be obligated to substantiate through appropriate and reliable documents its damages incurred on account of the late performance of T&R. Customer's performance delay damages shall not be recovered for any intermediate milestone or deliverables by T&R, and covers only the final shipment of the Product. Any amounts payable to Customer by T&R hereunder shall be included as part of the total, aggregate liability cap set forth in Section 9 (Limitation of Liability) herein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R.

Under no circumstances shall T&R be liable for late shipment damages to Customer where such late shipment has been caused by a force majeure event as defined in Section 7 (Force Majeure) herein, a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of the Customer, or end-user, which has contributed to or resulted in the delay question.

**12. Transfer**

In the event Customer transfers to a third party the Product or any right or interest therein, Customer agrees to indemnify, defend and hold T&R harmless from any and all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Customer.

**13. Title - Risk of Loss**

Ownership or legal title to the Product sold by T&R to Customer shall pass to the Customer at the earlier of invoicing date or shipment date. Risk of loss of the Product, or any part of the same, shall also pass to the Customer at the earlier of invoicing date or shipment date.

Until such time as the Customer has paid T&R the full value of the purchase order price, Customer agrees to perform all acts which may be necessary to protect and hold the Product free of claims, demands, liens, or encumbrances, or, alternatively, insure the Product for its full replacement value at Customer's own expense with T&R being included under any such policy as an additional insured and/or to the extent that Customer owes T&R any amount under the purchase order, holding the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right that T&R may legally have, if Customer fails to timely pay all amounts owed under the purchase order for the Product, T&R may at any time take possession of the Product delivered to Customer and sell it. If T&R takes possession of the Product and sells it, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing, and selling the Product less an amount equal to the proceeds of the sale.

If any amount owed under the purchase order is not paid timely by the Customer, the Customer hereby irrevocably authorizes T&R or its agents to enter any premises owned, leased, or otherwise occupied by Customer for the purpose of taking possession of the Product. The Customer must provide T&R with access to all information necessary to ensure compliance with this Section 13 (Title – risk of Loss).

#### 14. Contract Variations

**Drawing Approval and Changes:** If Customer approval of drawings is required, such review, comment, or approval must be received by T&R no later than fourteen (14) calendar days after submittal of drawings by T&R to Customer, timing to begin when the drawings have been received and approved by T&R. If either the Customer fails to comply with this fourteen-day (14-day) timeliness of review requirements or the product has not been released to production within thirty (30) calendar days of written order acknowledgement by T&R, whichever occurs later, the order shall be subject to renegotiation of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's best professional judgment and good commercial practices. If at any time the Customer makes changes to the contract design as covered in Customer's specifications, the contract shall be subject to renegotiation of the price terms and date of shipment to reasonably cover any additional costs and commitments occasioned by the change.

**Orders placed On Hold by Customer:** An order placed on hold by the Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time. Written notice will be sent to the Customer confirming the hold status upon request of the Customer.

**Change Orders by Customer:** Change orders submitted by the Customer for previously acknowledged purchase orders are subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have already been released to production, are subject to these same price adjustments plus \$500 per change for production disruption and inefficiency costs. Lead-time extensions may result depending upon the nature of the change(s).

**Customer Supplied Material:** From time to time, T&R may agree to install customer supplied material. Such agreements are subject to the following stipulations:

- T&R will not be held responsible for delays in shipment caused by delays in the receipt of Customer supplied material. Such delays will be subject to possible price adjustments due to Customer induced delays and disruptions.
- Customer is responsible for supplying T&R with all applicable technical data and drawings (in sufficient detail as determined by T&R) at time of order entry, so as to ensure that the Product design can be made to accommodate form, fit, function, and interface with Customer supplied material.
- Errors by the Customer to supply the correct material per the detailed technical data supplied at time of order, may result in delays in shipment and price adjustments. T&R will not be held responsible for Customer supplied material that is received damaged in shipment. In such an event, delays in shipment may result and will be subject to price adjustments.

**Service Conditions:** The liquid-filled transformer products supplied by T&R will be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. Specifically, these usual service conditions include the following:

- The transformer is designed for step down duty.
- The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
- The maximum temperature of the ambient air should not exceed 40 degree C and the average temperature of the ambient air, for any 24 hour period, should not exceed 30 degree C.
- The input voltage when applied at any rated tap, at rated frequency, should not result in an output voltage greater than 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
- When unusual or special service conditions, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation, storage conditions, poor wave form, unbalanced loading, or planned regular short circuits exist, or service conditions other than those described in (i), (ii), (iii), and (iv) just above, it is the responsibility of the purchaser to bring these conditions to the attention of T&R at the time a quotation is requested by the Customer from T&R.

Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above may render the products warranty null and void.

#### 15. Termination by Customer

Any order or contract may be cancelled by the purchaser only by written notice and upon payment of reasonable charges based upon the following:

A. Where order is in process, but product is not released for manufacture, cancellation charges shall be the cost of materials that are not useable on other orders, plus 20% of Product price.

B. Where order is in process with production space reserved and materials being readied for assembly:

Engineering Complete .....	25% of product price
Purchasing Complete .....	50% of product price
Material Received in House .....	75% of product price
Within six (6) weeks of acknowledged date of shipment .....	100% of product price

Any Customer terminating or canceling an order in accordance with the above termination schedule shall be fully bound and obligated to T&R in accordance with these Terms and Conditions of Sale to pay the above agreed termination price within thirty (30) calendar days of such termination or cancellation notice.

#### 16. Suspension by Customer

Any order held or delayed or rescheduled at the request of the Customer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held or delayed beyond thirty (30) calendar days will be treated as a Customer termination.

#### 17. Delayed Shipment/Storage

When the Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms and shall, upon written notice to the Customer, store such products. In such event, the following conditions shall apply.

Notwithstanding Section 13 (Title – risk of Loss) herein, risk of loss of the Product shall pass to the Customer upon moving such Product to storage.

All expenses incurred by T&R in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance, and handling charges shall be payable by the Customer upon submission of invoices by T&R.

T&R may, at its' sole discretions, agree to store completed units for a maximum of two (2) weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of the Customer that the date of invoice will be the date that the product was originally scheduled to ship and that payment terms will not be charged. After such two (2) week timeframe, a storage charge of \$250 per Product per week, or part thereof, will be assessed and billed monthly to the Customer.

#### 18. Cancellation by T&R

T&R shall have the right to cancel at any time by written notice for any material breach of these Terms and Conditions of Sale by Customer.

#### 19. Returning of Product

Product may not be returned except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

#### 20. Product Notices

Customer shall provide the end-user (including its employees) of the Product with all T&R supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user of the Product remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

#### 21. United States Export Controls

Customer acknowledges that the Product and all documentation and other technical information delivered pursuant to these Terms and Conditions of Sale are subject to export controls under U.S. laws, including but not limited to the Export

Administration Act and the regulations promulgated thereto. Customer agrees to strictly comply with all legal requirements established under these controls and to cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert, or transfer directly or indirectly, the Product and all documentation or other technical information delivered pursuant to these Terms and Conditions of Sale to any country, or to the nationals of any such country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Any breach of this provision will be considered a material breach of these Terms and Conditions of Sale and Customer will be obligated to defend, indemnify (including all attorneys fees and costs) and hold harmless T&R (including all affiliates, shareholder(s), directors, officers, employees, and agents) from any breach of this paragraph by Customer. The performance of T&R in delivering the Product to Customer is conditioned upon the obtaining of all required licenses.

#### 22. Testing and Acceptance of Goods

Testing of the Product before shipment is carried out in accordance with T&R's routine factory test procedures. Upon the Customer's request, T&R shall provide test reports for the Product. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and any and all associated charges.

#### 23. Severability

Should any provision of these Terms and Conditions of Sale be found to be in violation of law, the remainder of these Terms and Conditions of Sale shall be in full force and effect.

#### 24. No Assignment

Neither these Terms and Conditions of Sale nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party without the prior written consent of T&R.

#### 25. Choice of Law/Venue/Jurisdiction/Agreement to Arbitration

The validity, performance, construction, and effect of any purchase order which is subject to these Terms and Conditions of Sale shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction.

In the event of any dispute arising out of or in connection with the present product order, the parties shall attempt in good faith to resolve all disputes promptly by negotiation as follows. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) calendar days after such referral, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) business days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

In the event that any dispute arising out of or relating to these Terms and Conditions of Sale is not resolved in accordance with the procedures established just above, such dispute shall be submitted to private, non-binding mediation as provided for below, before resorting to litigation or some other dispute resolution procedure.

Any party to a Claim may initiate mediation by filing a written request for mediation pursuant to these rules. A request for mediation shall contain a brief statement of the nature of the Claim and the names, addresses, and telephone numbers of those who will represent the party, if any, in the mediation. Upon receipt of a request for mediation, the parties shall agree on a qualified mediator to serve. Normally, a single mediator will be appointed unless the parties agree otherwise. If the nature of the Claim is highly technical, the parties shall attempt to choose a mediator(s) who has expertise in the area of dispute.

No person shall serve as a mediator in any claim in which that person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall replace the mediator or waive any objection to the mediator. If any mediator shall become unwilling or unable to serve, the parties shall appoint another mediator. Any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to the other party.

The mediator shall fix the date and the time of each mediation session. The mediation shall be held at a convenient location agreeable to the mediator and the parties, as the mediator shall determine. At least fifteen (15) days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved with appropriate references to those portions of the Agreement or Addendum which may be in issue. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of the Claim. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Claim, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:

- views expressed or suggestions made by another party with respect to a possible settlement of the Claim,
- admissions made by another party in the course of the mediation proceedings,
- proposals made or views expressed by the mediator, or
- the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

There shall be no stenographic record of the mediation process. The mediation shall be terminated:

- by the execution of a settlement agreement by the parties;
- by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

No mediator shall be a necessary party in judicial proceedings relating to the mediation, nor shall any mediator be liable to any party for any act or omission in connection with any mediation conducted under these rules.

The mediator shall interpret and apply these rules insofar as they relate to the mediator's duties and responsibilities.

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

PUBLIC WORKS COMMITTEE MEETING  
 Trash/Water/Sewer  
 (Blaies/Meehling/Pruett/Trout)  
 Wednesday, February 14, 2018 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 5:48 p.m. on Wednesday, February 14, 2018, by Chairman Mike Blaies. Members present were Chairman Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout (absent), Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Denise Albers, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Janet Baechle and Pool Manager Scott Schulz.

**A. OLD BUSINESS:**

1. Approval of January 10, 2018 minutes: *Trustee Dean Pruett motioned to approve the January 10, 201 minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*
2. New Sewer Plant: John advised the plan has been sent to the EPA for review. Tony has put together a chart with the proposed sewer rates. He will also explain the options on how we can structure our rate increase. He's going to use the minimum rate and average.
3. Sewer issues/Sewer Fuel Odors: John is working with a company that is going to demo and line a manhole with a concrete epoxy. They are going to start with the one at Lucky Joes, and work from there and seal or re-line all the manholes. This only applies to the manholes.
4. FSH Minutes: John stated last year Freeburg used 146,000,000 gallons, and SLM pumped 273,000,000 gallons last year. We are 54% of their usage.
5. Sewer Main – Jacks Car Wash: John stated we will go there as well.
6. W. Apple St./Schiermeier Road/Old Freeburg Road Water Lines: John is still working on W Apple, and is looking at the first part of March to get it rechlorinated and tested. The TWM proposal to put the Schiermeier Road water line out for bid will cost \$4,000. Tony said we need to do this in this year's budget if you still want to do the project.

*Trustee Dean Pruett motioned to recommend to the full Board we approve TWM's Proposal to Prepare the Bid Documents for the Schiermeier Road Water Line not to exceed \$4,000 and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

Regarding Old Freeburg Road, the engineer can't put together the bid packet. Tony stated he is not comfortable putting together a bid packet for this. John will work on some estimates for these project costs.

7. Private Sewer at Potter/West Street: John advised we will work on this weather permitting.
8. East and West Tower Work: Nothing new.

**B. NEW BUSINESS:**

1. Spring Clean Up: The committee agreed to hold Spring Clean Up on Thursday, April 26<sup>th</sup> – Saturday, April 28<sup>th</sup>. John asked if we are okay with J&C E-Recycling, and the committee agreed they have done a great job and would like them back.
2. Executive Session to Discuss Personnel, 5 ILCS 120/2 – (c)(1): *Trustee Lisa Meehling motioned to enter Executive Session at 6:07 p.m., citing Personnel, 5 ILCS 120/2 – (c)(1) and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

*Trustee Dean Pruett motioned to end Executive Session at 6:12 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

*Trustee Lisa Meehling motioned to hire Michael Nussbaumer for the full-time crew worker position and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

John collected the first quarter THM samples today. He is meeting with the school next week regarding their samples.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn the meeting at 6:13 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

Julie Polson,  
Office Manager


**Freeburg – Schiermeier Road Water Line Extension**


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This scope is for proposal purposes only. A more detailed and specific scope will be included in a contract agreement if this proposal is accepted.

This proposal is for the preparation of front end bidding documents for the Schiermeier Road Water Line Extension, which has been designed and permitted by another engineering company. The following are the items included within the scope of this proposal:

- |   |            |
|---|------------|
| 1. Prepare front end bidding documents for the Village to use to bid the project: | \$4,000.00 |
|---|------------|

To be excluded, but not limited to:

- A. Surveying services
- B. Civil engineering design and permitting services
- C. Easement and/or right-of-way negotiations and acquisition services
- D. Technical specifications
- E. Bid form quantity calculations (To be provided by the Village).
- F. Bidding coordination services
- G. Construction engineering and construction services

NOTE: TWM will prepare general front end bidding documents for this project but will accept **no** responsibility or liability for the design or construction of the project, as this project was designed by another engineer company (Reyling Design & Construction). TWM also has not and will not be reviewing the plan drawings for accuracy.

**Proposal Summary**

<i>Item</i>	<i>Cost</i>
1. Preparing front end documents	\$ 4,000.00
 <b>TOTAL</b>	 <b>\$ 4,000.00</b>

Public Property Committee Meeting  
 Streets/Municipal Center/Pool/Parks & Recreation  
 (Matchett/Albers/Pruett/Trout)  
 Wednesday, February 14, 2018 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:15p.m., on Wednesday, February 14, 2018, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Dean Pruett, Trustee Matt Trout (absent), Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Lisa Meehling, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Pool Manager Scott Schulz and Janet Baechle.

**POOL: A. OLD BUSINESS:**

1. Pool: None.

**B. NEW BUSINESS:**

1. Pool Pass/Party/Admission Pricing: Village Administrator Tony Funderburg believes we may have more people this year with what other communities are doing with their pools. Tony would like to increase the 10-day pass from \$35 to \$40. He is fine with not charging admission to anyone under 5, but wants to see what everyone else thinks. Scott likes it because the children under 5 may not be there that long. Tony thinks we should increase the pool party pricing during the week from \$170 to \$180, and on the weekend from \$180 to \$200. The splash area pricing also needs to be raised accordingly. The movie nights have not been as well attended in years' past. For those that come, Scott said it is a nice atmosphere since it's families. We need additional life guards, so Scott will put something in the high school bulletin, talk to New Athens, and possibly the YMCA.
2. Smithton PTO Donation Request: Trustee Dean Pruett motioned to grant one 10-day pool pass and Trustee Denise Albert seconded the motion. All voting yea, the motion carried.

**STREETS: A. OLD BUSINESS:**

1. Approval of January 10, 2018 Minutes: Trustee Denise Albers motioned to approve the January 10, 2018 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. E. Apple Street Proposed Repair: John and Tony met with TWM today to review the MFT projects for the next year. John advised he wants to finish Main and High Street, and look to go around the curve at the power plant with overlay, also overlay Belleville Street by the post office and replace the curbs on the post office side and sidewalk. He also wants to replace the culvert on Old Fayetteville Road by the park. He is going to use the same amount of oil as last year, and approximately one-third of the town will be done. He would like to use the slag again this year.

TWM prepared the MFT resolution and Tony advised we are structuring these projects and putting the numbers together for the budget that will be adjusted so the projects are in the right spots so they can get done. They will be done in streets and under \$20,000 so we don't need to get IDOT involved. We will save a good portion of the MFT money to get Wolf Rd done.

*Trustee Dean Pruett motioned to recommend to the full Board the FY2019 MFT Resolution in the amount of \$140,000 for approval and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*

3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off: As the weather breaks, John will fix the hole on Hill Mine. Tony has talked to the school and they know the letter is coming. We are hoping to get a grant and split the cost three ways. Our portion would be about \$20,000 which would make the road larger and provide more off street parking. We would help write the grant, but we are not the responsible party.
4. Customer Issues: None at this time.
5. Subdivision Streets Material Requirements: John believes we ought to stick to our code. Tony wants to confirm our code requirements. He also brought up the \$1500 development fee that is contained in the subdivision code, and wants to research it further. John said a lot of communities have increased their tap-in fees which go to supplement your infrastructure.

Tony stated a public hearing is required for changes to the subdivision code. For the final plat change in approval time from three to five years, the Combined Planning and Zoning Board will hear that at their March meeting. We will repeal the ordinance that was passed at the last Board meeting.

**B. NEW BUSINESS:** John advised Alex Fricke lives on N. Monroe and wants to put a garage and parking in behind his home. There isn't an improved alley there, but there is a right-of-way for it. Alex wants the alley it's supposed to be, there are trees and garden in the way? Attorney Keck said he has the right to use it. John confirmed we do have power lines in there, and it would be good to get rid of the scrub trees that have power lines in them. He would like to go around and ask all the neighbors to see how they feel about it. John advised our guys are clearing the brush out of the right-of-way on Schiermeier Road.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn the meeting at 6:50 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*

Julie Polson  
Office Manager