

REGULAR BOARD MEETING AGENDA – APRIL 15, 2019 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. April 1, 2019 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for April 15, 2019 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report
 - 10 – 2. Nevois Construction’s Pay Request #5 in the amount of \$88,200 – **Exhibit C**
 - 10 – 3. Approval of \$140,000 Loan for Police Expansion
11. Recommendations of Boards and Commissions –
12. Contracts, Releases, Agreements and Annexations – see Ordinances
13. Bids –
 - 13 – 1. 2019 MFT Bids – **Exhibit D**
14. Resolutions –
 - 14 – 1. Resolution #19-08 – A Resolution Authorizing the Village to Enter into and the Mayor to Execute a Pole Attachment Agreement with Ameren – **Exhibit E**
15. Ordinances –
 - 15 – 1. Ordinance #1680 – An Ordinance Authorizing the Village to Enter into and the Mayor to Execute the Security Officer Agreement with Freeburg Community Consolidated School District #70 – **Exhibit F**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, April 10, 2019 – 5:30 p.m. – **Exhibit G**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, April 10, 2019 – 5:45 p.m. – **Exhibit H**
 - 19-2a. Recommend payment of Burns & McDonnell’s Invoices 113084-1 and 114528-1 – **Exhibit I**
 - 19 – 3. Streets Committee Meeting – Wednesday, April 10, 2019 – 6:00 p.m. – **Exhibit J**
 - 19-3a. Recommend Lifeguard Hires of Macy Gauch, Brooke Trentman and Camille Veillon at \$8.25 per hour
 - 19-3b. Recommend MFT Bids be accepted – see item #13-1
 - 19-3c. Recommend payment of Nevois Construction Pay Request #5 in the amount of \$88, 200 – See item #10-2
20. Upcoming Meetings
 - 20 – 1. CLOSED IN OBSERVANCE OF GOOD FRIDAY – Friday, April 19, 2019
 - 20 – 2. Legal/Ordinance Committee Meeting – Wednesday, April 24, 2019 – 5:30 p.m.
 - 20 – 3. Finance Committee Meeting – Wednesday, April 24, 2019 – 5:45 p.m.
 - 20 – 4. Personnel/Police Committee Meeting – Wednesday, April 24, 2019 – 6:00 p.m.
 - 20 – 5. Spring Clean Up – Thursday, April 25, 2019 – Saturday, April 27, 2019
 - 20 – 6. Board Meeting – Monday, May 6, 2019 – 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
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Bob Kaiser
Michael Heap
Lisa Meehling

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 OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, APRIL 1, 2019 @ 7:30 P.M.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

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, April 1, 2019, in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee James (Mike) Blaies – here; Trustee Ramon Matchett, Jr. – here; Trustee Robert (Bob) Kaiser – here; Trustee Denise Albers – here; Trustee Michael (Mike) Heap – here; Trustee Elizabeth (Lisa) Meehling – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Seth Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, March 18, 2019, for approval.

Trustee Elizabeth (Lisa) Meehling motioned to accept the minutes from the Regular Board Meeting Monday, March 18, 2019 and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

FINANCE:

Trustee Denise Albers reported on the Finance Committee Meeting held on Wednesday, March 27, 2019 at 5:53 p.m.

The following item or items were talked about or discussed:

- 1. REVIEW OF BOARD LISTS:** Trustee Albers stated there were some questions asked about the following; Camper Exchange, Matchett-Branson, Solomon, Rhutasel, Altorofer, Ehret, T&R Service and Kiesler's Police Supply, and these questions were answered.
- 2. REVIEW OF INVESTMENTS:** Trustee Albers stated we have two CDs ending in June and August, and we asked Treasurer Bryan Vogel to start working on it at the end of April.
- 3. INCOME STATEMENT:** Trustee Albers said she advised the committee there has been an increase in the local use tax/sales tax and most of that increase is from the County Mart, and there is a good increase in video gaming.

Village of Freeburg Board Meeting Minutes
Monday, April 1, 2019
Page 1 of 5

TREASURER'S REPORT: Nothing to report.

OLD BUSINESS:

1. Police Expansion Loan: Trustee Albers stated we have received a quote from Citizens Bank for the police loan of \$140,000 at 2.74% for 5 years with 5 annual payments starting after 1 year. Trustee Albers said we are not ready to move on that just yet.

NEW BUSINESS: Trustee Albers stated we received three change order requests from Nevois Construction for the police expansion. After a discussion the committee agreed it is necessary to move forward on this.

Trustee Denise Albers motioned to recommend the approval of Nevois Construction Change Order #2, to install 2 overhead electric door openers at a cost of \$920.00; the approval of Change Order #3 to install an electric heater unit in the sally port at a cost of \$5,208.00; and Change Order #4 to furnish and install a monoxivent CO detection device at a the cost of \$3,685.00 and Trustee Ramon Matchett, Jr. seconded the motion. . **ROLL CALL:** Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Michael (Mike) Heap – aye; Trustee Robert (Bob) Kaiser – aye; Trustee James (Mike) Blaies – aye; Trustee Elizabeth (Lisa) Meehling – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

TREASURER'S REPORT: None.

ATTORNEY'S REPORT: None.

EXHIBIT C:

ESDA REPORT: Mayor Seth Speiser called on ESDA Coordinator Gene Kramer. ESDA Coordinator Gene updated us on his ESDA Report on the following:

1. St. Clair Co. Amateur Radio Emergency Service.
2. Completed FEMA Homeland Security online course.
3. Severe weather potential from SPC office and follow up by NWS personnel to ESDA/EMA Coordinators.
4. Severe Thunderstorm Watch issued Sunday afternoon and valid until 10 p.m. Sunday night.
5. Working with ProStar Battery Company to obtain “warranty” replacement of the batteries purchased for the Starcom Motorola system.
6. Performing research for potential “Community Tornado Shelter Road Sign” for St. Paul’s United Church of Christ.

PUBLIC PARTICIPATI

ON: None.

REPORTS AND CORRESPONDENCE:

EXHIBIT E:

ZONING ADMINISTRATOR'S REPORT:

1. Zoning Administrator Report: Mayor Speiser asked if anyone has any questions on the Zoning Report. Hearing none, we will move on.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

EXHIBIT F:

ORDINANCES: Mayor Speiser stated we have Ordinance #1679, An Ordinance Amending Chapter 27 of the Revised Code Regarding Fireworks

Trustee Michael (Mike) Heap motioned to adopt Ordinance #1679 by title only and Trustee Elizabeth (Lisa) Meehling seconded the motion. ROLL CALL: Trustee Michael (Mike) Heap – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Denise Albers – aye; Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Ramon Matchett, Jr. – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, motion carried.**

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT G:

Legal/Ordinance Committee Meeting:

Trustee Michael (Mike) Heap reported on the Legal/Ordinance Committee Meeting held on Wednesday, March, 27, 2019 at 5:30 p.m.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. Zoning Report/Nuisance Properties: Trustee Heap said we held a discussion about all of the building permits and nuisance properties. Trustee Heap said Bill Herr continues to clear out more cars off of his property.

2. Meadow Pines Subdivision: Trustee Heap said Meadow Pines Subdivision has been billed for the Phase 1 electric infrastructure. Trustee Heap said they do have two homes going up.

NEW BUSINESS: Trustee Heap stated we took care of the Ordinance #1679 earlier on the agenda.

Personnel/Police Committee Meeting:

Trustee Elizabeth (Lisa) Meehling reported on the Personnel/Police Committee Meeting held on Wednesday, March 27, 2019 at 6:08 p.m.

The following item or items were talked about or discussed:

POLICE:

OLD BUSINESS:

1. Police Department Expansion: Trustee Meehling said as of last Wednesday the brick and insulation are done. They are working on the drywall and the heating and cooling. Some interior doors are in. There is a lot going on.

NEW BUSINESS:

1. Nevois Construction Quote for Door Replacement: Trustee Meehling said we are going to repair the doors ourselves with fresh paint and weather stripping to extend the life on the doors a little longer. Trustee Meehling said we received the bid from Nevois Construction on the extra concrete work, and that came in higher than we expected it to be. Trustee Meehling said we are planning on getting more bids. Trustee Meehling said the committee agreed that the Netemeyer bill should be paid for their work. Trustee Meehling said at this time she should would like to make a motion.

Trustee Elizabeth (Lisa) Meehling motioned to pay Netemeyer Engineering in the amount of \$8,832.50 and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL: Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee Michael (Mike) Heap – aye; Trustee James (Mike) Blaies – aye; Robert (Bob) Kaiser – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion.**

2. Security Officer Agreement: Trustee Meehling said we discussed the Security Officer Agreement between the village and grade school. Trustee Meehling stated we will see a one-year agreement to run concurrently with the school year. We will change the start date to match that of the first day the officer worked and run through June, 2019.

Trustee Meehling said Chief Schutzenhofer advised the committee Sheriff Watson is trying to put an auto theft task force together and wanted to know if we wanted to contribute an officer to that. The County Sheriff Department are hoping to receive a 10-year grant. Trustee Meehling asked Chief Schutzenhofer to bring back more information to the committee.

PERSONNEL:

OLD BUSINESS: None.

NEW BUSINESS:

Trustee Meehling said Mayor Speiser stated at the committee meeting that Dora Becker deserves a plaque at Village Hall. Trustee Meehling said Mayor Speiser and Village Administrator Tony Funderburg will get together on this.

Trustee Meehling said we had another application for a lifeguard, and at this time she would like to make a motion.

Trustee Elizabeth (Lisa) Meehling motioned to hire Ella Lee as a lifeguards for the 2019 pool season at \$8.25 per hour and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL: Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Michael (Mike) Heap – aye; Trustee James (Mike) Blaies – aye; Trustee Denise Albers – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

UPCOMING MEETINGS:

Consolidate Election – Tuesday, April 2, 2019

Combined Planning /Zoning Board – Tuesday, April 9, 2019 – 6:00 p.m.

Electric Committee Meeting – Wednesday, April 10, 2019 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, April 10, 2019 – 5:45 p.m.

Streets Committee Meeting – Wednesday, April 10, 2019 – 6:00 p.m.

Board Meeting – Monday, April 15, 2019 – 7:30 p.m.

VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Denise Albers – Get out and vote.

Trustee Elizabeth (Lisa) Meehling – Get out and vote.

Trustee Michael (Mike) Heap – Get out and vote.

Village Clerk Jerry Menard – Get out and vote.

Trustee James (Mike) Blaies – Get out and vote.

Trustee Ramon Matchett, Jr. – Get out and vote.

Trustee Robert (Bob) Kaiser – Get out and vote.

STAFF COMMENTS:

Public Works Director John Tolan – No thank you.

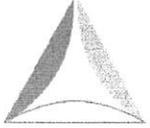
ESDA Coordinator Gene Kramer – No thank you.

ADJOURNMENT:

Mayor Seth Speiser called for a motion to adjourn the meeting.

Trustee Denise Albers motioned to adjourn the Regular Board meeting of Monday, April 1, 2019 at 7:45 p.m. and Trustee Elizabeth (Lisa) Meehling seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk



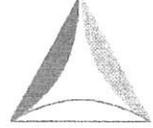
ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER
FREEBURG, IL 62243

191 452-13



DIRECTOR:
[618] 539-3764

Report to Mayor

Village Board Trustees

April 15, 2019

- A. Freeburg ESDA Communications Center office and Community Storm Shelter Activated Sunday evening at 7:50 PM for Severe Thunderstorm Warning issued for St. Clair County on 4/07/2019. Summary report on this activation was sent to ALL Departments of Freeburg Government operations. Storm system that produced this line of storms was monitored prior to NWS Warning Alert. No damage in area, measured 32 mph wind gust and pea size hail. All reports given to NWS office.
- B. . Contacted by KMOV Channel 4 Meteorologist concerning policy for Outdoor Warning siren activations by various ESDA/EMA's due to callers to KMOV stating that OFallon, and Shiloh sounding their Tornado sirens. Explained each ESDA/EMA throughout County have different EOP's concerning their activation criteria and further information could be obtained via the County EMA office.
- C. Conducted Villagewide Communication system tests VHF/schools system and Starcom network on Tuesday April 2nd from ESDA office.
- D. Conducted monthly and Statewide outdoor Tornado Warning siren testing from ESDA office with Public Works Department personnel at each of the 6 siren locations to verify their proper operation from the office radio control activation.
- E. Involved in ARRL ARES Section Emergency Coordinator conference call April 2nd at 8 pm reference to April 27th Statewide ARES/IEMA communications exercise.
- F. Conducted Tuesday – April 9, 2019 St. Clair County combined ARES/RACES-AuxCom communications net from ESDA office from 6:30 PM to 7:30 PM, including surrounding County participation of Clinton, Madison, Monroe, Randolph and South St. Louis County, via SCARC repeater.
- G. Monitoring data on large low pressure storm system to impact Freeburg area on late 4-11-19 afternoon time frame.

Eugene Kramer
Coordinator

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Village of Freeburg
 14 Southgate Center
 Freeburg, IL 62243

PROJECT:
 Police Department Addition

FROM CONTRACTOR:
 Nevois Construction, Inc.
 300 Lockwood Dr.
 Red Bud, IL 62278

VIA ARCHITECT:
 Nettemeyer Engineering

APPLICATION #: 5 (Five)
 PERIOD TO: 04/02/19
 PROJECT NOS:

Distribution to:

Owner	<input type="checkbox"/>
Const. Mgr	<input type="checkbox"/>
Architect	<input type="checkbox"/>
Contractor	<input checked="" type="checkbox"/>

CONTRACT DATE:

CONTRACT FOR: General

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 426,869.00
2. Net change by Change Orders	\$ 6,328.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 433,197.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 298,000.00

(Column G on Continuation Sheet)

5. RETAINAGE:

- a. 10.0% of Completed Work (Columns D+E on Continuation Sheet) \$ 29,800.00
 - b. 10.0% of Stored Material (Column F on Continuation Sheet) \$
- Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) \$ 29,800.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 268,200.00
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 180,000.00
8. CURRENT PAYMENT DUE	\$ 88,200.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 164,997.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,120.00	
Total approved this Month	\$5,208.00	
TOTALS	\$6,328.00	
NET CHANGES by Change Order		\$6,328.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Kimberly Davis Date: 4/2/19

State of: Illinois
 County of: Randolph

Subscribed and sworn to before me this 2nd day of April

Notary Public: Karen S. Wetzel
 My Commission expires: 11/14/20



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5 (Five)

APPLICATION DATE: 04/02/19

PERIOD TO: 2-Apr-19

PROJECT:
Police Department Addition

ARCHITECT'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
		Scheduled Value		From Previous Application (D + E)	This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Bergman-Roscow Plumbing, Inc.	14,500.00		11,500.00				11,500.00	79%	3,000.00	1,150.00
2	Change Order #1	200.00						200.00		200.00	
3	Geissler Roofing Co., Inc.	11,165.00		11,165.00				11,165.00	100%		1,116.50
4											
5	Championship Waterproofing, Inc.	4,995.00		4,995.00				4,995.00	100%		499.50
6											
7	Germann Brick Contractor, Inc.	25,000.00			25,000.00			25,000.00	100%		2,500.00
8											
9	Martin Steel Fabrication, Inc.	25,000.00		24,320.00				24,320.00	97%	680.00	2,432.00
10	Structural & Erection										
11	Bel-Clair Electric, Inc.	26,595.00		5,000.00				5,000.00	19%	21,595.00	500.00
12											
13	George Weis Co.	37,650.00			17,025.00			17,025.00	45%	20,625.00	1,702.50
14	Sheetrock & EIFS										
15	Spectra Painting	9,020.00								9,020.00	
16											
17	Neals Heating & Cooling, Inc.	13,392.00								13,392.00	
18											
19	Goley Insulation	4,933.00			4,933.00			4,933.00	100%		493.30
20											
21	Henges Interiors	7,946.00								7,946.00	
22	Flooring										
23	Perryville Overhead Doors	3,202.00								3,202.00	
24											
25											
26											
27											
28											
SUBTOTALS PAGE 2		183,598.00		56,980.00	46,958.00			103,938.00	57%	79,660.00	10,393.80

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5 (Five)

PROJECT:

APPLICATION DATE: 04/02/19

Police Department Addition

PERIOD TO: 2-Apr-19

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
		Scheduled Value	Value	From Previous Application (D + E)	This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Nevois Construction										
30	Concrete Foundations M & L	90,018.00		90,018.00				90,018.00	100%		9,001.80
31	Wood Framing M & L	75,553.00		40,317.00	35,236.00			75,553.00	100%		7,555.30
32	Door & Install	16,285.00			8,000.00			8,000.00	49%	8,285.00	800.00
33	Misc. Materials / Labor & Const Cost	21,000.00								21,000.00	
34	Overhead & Profit	40,615.00		12,685.00	7,806.00			20,491.00	50%	20,124.00	2,049.10
35	Change Order #2	920.00								920.00	
36	Change Order #3	5,208.00								5,208.00	
37											
38											
39											
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SUBTOTALS PAGE 3		433,197.00		200,000.00	98,000.00			298,000.00	69%	135,197.00	29,800.00



Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency: Freeburg
 County: St. Clair
 Section: 19-00000-00-GM
 Route: Various

To Beelman Truck Company
 Address One Racehorse Drive East St. Louis, IL 62205

In accordance with your proposal submitted on 8-Apr-19, a copy of which is in our files, you have been
proposal or quotation date of submittal
 awarded the contract for furnishing the following materials required in the maintenance of the above designated project.
construction or maintenance

Materials shall be inspected in accordance with current Departmental policies.

Item	Unit	Quantity	Unit Price	Amount
Seal Coat Aggregate	Ton	705	21.4500	15,122.25
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total:				15,122.25

Terms _____
 Shipping Instructions To Stockpile as needed by the Village

For Municipal Projects

Local Agency Official

Date

For County And Road District Project

Highway Commissioner

Date

County Engineer/Superintendent of Highways

Date

Illinois Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date



Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency: Freeburg
 County: St. Clair
 Section: 19-00000-00-GM
 Route: Various

To Concrete Supply of Illinois
 Address One Racehorse Drive East St. Louis, IL 62205

In accordance with your proposal submitted on 8-Apr-19, a copy of which is in our files, you have been
proposal or quotation date of submittal
 awarded the contract for furnishing the following materials required in the maintenance of the above designated project.
construction or maintenance

Materials shall be inspected in accordance with current Departmental policies.

Item	Unit	Quantity	Unit Price	Amount
Class "SI" Concrete (short load)	CU YD	100	99.0000	9,900.00
Load charge	Each	10	100.0000	1,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total:				10,900.00

Terms
 Shipping Instructions To job site as requested by the Village

For Municipal Projects

Local Agency Official

Date

For County And Road District Project

Highway Commissioner

Date

County Engineer/Superintendent of Highways

Date

Illinois Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date



Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency: Freeburg
 County: St. Clair
 Section: 19-00000-00-GM
 Route: Various

To JTC Petroleum Co
 Address P.O. Box 997 Maryville, IL 62062

In accordance with your proposal submitted on 8-Apr-19, a copy of which is in our files, you have been
proposal or quotation date of submittal
 awarded the contract for furnishing the following materials required in the maintenance of the above designated project.
construction or maintenance

Materials shall be inspected in accordance with current Departmental policies.

Item	Unit	Quantity	Unit Price	Amount
Bit. Mat. (Seal Coat)	Ton	60	420.3000	25,218.00
Bit. Mat. (Prime Coat)	Ton	5	661.8100	3,309.05
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total:				28,527.05

Terms _____
 Shipping Instructions To job site as requested by the Village

For Municipal Projects

Local Agency Official

Date

For County And Road District Project

Highway Commissioner

Date

County Engineer/Superintendent of Highways

Date

Illinois Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

RESOLUTION NO. 19-08

**A RESOLUTION OF THE VILLAGE OF FREEBURG, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE
TO ACCEPT A POLE ATTACHMENT AGREEMENT BETWEEN
THE VILLAGE OF FREEBURG AND AMEREN**

WHEREAS, Village utility poles are a limited public resource owned by the Village for the benefit of its residents and the Village has a custodial duty to ensure that the Village utility poles are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Pole Attachment Agreement between the Village and Freeburg and Ameren, for the purpose of establishing uniform standards and regulations for access to and use of Village utility poles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Mayor of the Village of Freeburg, Illinois, is hereby authorized to execute the Pole Attachment Agreement between the Village of Freeburg and Ameren, a copy of which is attached hereto as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

SECTION 4: Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 15th DAY OF APRIL, 2019.

Vote Recorded:

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. 19-08 cont.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Frederick W. Keck, Village Attorney
Weilmuenster & Keck, P.C.

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (this “Agreement”), made and entered into this ____ day of _____, 2019, by and between The Village of Freeburg, hereinafter called “Licensor,” and Ameren Illinois Company, an Illinois Corporation, hereinafter called “Licensee” hereby states as follows:

Whereas, Licensor and Licensee agree to be bound by the following:

20-3-1 Purpose and Scope.

- a) Purpose. The purpose of this Agreement is to establish regulations, standards, and procedures for attachments to Licensor’s utility poles.
- b) Conflicts with Other Agreements. This Agreement supersedes all Agreements or parts of Agreements adopted prior hereto that are in conflict herewith, to the extent of such conflict.
- c) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Agreement, the person(s), utility, or business entity shall comply with the requirements of this Agreement to the maximum extent possible without violating federal or State laws or regulations.

20-3-2 Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings:

1. “Attachments” means all cables, wires, antennas, transformers, power supplies, collectors, data collection devices, or any other approved device and all associated hardware and equipment reasonably necessary to the attachment of said cables, wires or devices owned and/or utilized by Licensee that occupy Licensor’s Facilities.
2. “Facility” or “Facilities” shall include any of “Licensor’s” or “Village’s” utility poles.
3. “Joint User” means any public utility, governmental body or other entity that owns poles to which Licensor is extended or may hereafter be extended joint use privileges or to whom Licensor has extended or may hereafter extend joint use privileges of Licensor’s poles.
4. “Licensor” or “Village” means Village of Freeburg, Illinois.
5. “Entity” means any person(s), corporation, LLC, government, utility, sole-proprietorship, partnership, or any other legally recognized business, government, or utility.
6. “Licensee” means Ameren Illinois Company, an Illinois Corporation.
7. “Other Licensee” means any entity, or a Joint User, to whom Licensor has

extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

8. "Utility Pole" means a utility pole owned or jointly used by Licensor for the distribution of electricity or any other utility use.

20-3-3 General Provisions.

1. No use, however extended, of Licensor's Facilities or payment of fees or charges required under this Agreement shall create or vest in the attaching Entity any ownership or property rights in Licensor's Facilities, but the rights granted shall be and remain a license.

2. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of Licensor's Facilities.

3. Nothing herein contained shall be construed to compel Licensor to maintain any of Licensor's Facilities for a period longer than is necessary for its own service requirements.

4. Licensor does not represent or warrant that it has the right to grant to any Licensee the use of any right-of-way or easement upon which Licensor's Facilities are located, nor to defend Licensee in the use of same.

5. Licensor assumes or accepts no responsibility or obligation to maintain Licensor's Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments.

6. Licensor may elect to abandon in place Licensor's Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

7. As a condition precedent to the granting of any rights hereunder, Licensee shall secure any and all necessary permits and consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Attachments at locations it desires to use.

8. Upon the request of Licensor, Licensee shall submit evidence satisfactory to Licensor that it has paid any fees required for placing Attachments to Licensor's utility poles, and obtained the appropriate authority and requisite consents required for placing Attachments to Licensor's utility poles.

9. Licensee shall indemnify Licensor against all loss and expense, including attorney's fees, which may result from claims of governmental bodies, owners of private property or others that Licensee did not pay requisite fees and/or had not a sufficient right or authority for placing and maintaining Attachments at the locations of Licensor's Facilities.

10. No right granted under this Agreement shall extend to any of Licensor's Facilities to the extent Licensor does not have the right to grant such rights or where the placement of

facilities would result in a forfeiture of rights of Licensor to occupy the property affected. If the existence of Attachments on Licensor's Facilities would cause a forfeiture of the right of Licensor to occupy such property or if the use of any Facility is forbidden by governmental authorities or property owners, Licensee agrees to allow removal of Attachments forthwith upon notification by Licensor within thirty (30) days. If said Attachments are not so removed, Licensor may perform such removal without liability on its part. Licensee agrees to pay Licensor, or its agents or contractors, the cost thereof and for all losses or damages that may result.

11. Licensor shall permit Licensee's Attachments to Licensor's Utility Poles only when Licensor determines, in its sole judgment, that such right(s) should not be denied for:

- (i) insufficient capacity, or
- (ii) safety, reliability, or generally applicable engineering purposes.

12. Licensor shall have the right to grant, renew and extend rights and privileges to Entities, by contract or otherwise, to use Licensor's Facilities covered by this Agreement.

20-3-4 General Requirements for Access.

1. No Attachments by Licensee shall be permitted on Licensor's Utility Poles without payment of all requisite fees, filing of all applications, obtaining all necessary permits, and final approval from Licensor.

2. No Attachments by Licensee shall be permitted in the space occupied by Licensor, except as approved by Licensor and according to this Agreement.

3. All Attachments, including temporary Attachments, shall comply with the current edition of the National Electric Safety Code.

4. Licensor may designate reserved space for the future development of electric services, utility services, fiber services, cable services, emergency services and reclaim such space on its Poles from Licensee after notification to Licensee.

20-3-5 Installed Facilities.

1. Any connection by Licensee to Licensor's power and/or electric supply for purposes of installing Attachments shall be performed by Licensor, and a fee will be charged pursuant to **Exhibit A**.

2. With the exception of any connection by Licensee to Licensor's power and/or electric supply for purposes of installing Attachments, Licensee shall initially install all

Attachments and Licensee shall maintain the same so as not to conflict with the use of said Utility Pole by Licensor, Joint Users, or Other Licensees, or interfere with the use of facilities, infrastructure, or Attachments thereon or which from time to time may be placed thereon.

3. Licensee will at all times comply with all applicable laws and regulations and, at its sole cost and expense, secure and maintain all permits, licenses, land rights, easements and approval of third parties necessary for the construction, installation, operation, maintenance and removal of its Attachments.

4. Licensee shall make no modification to any of Licensor's Facilities without first having obtained Licensor's written consent according to this Agreement, or by verbal consent during emergency situations only.

5. Any inspections, whether made by Licensor or any other Entity, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement for its Attachments.

20-3-6 Charges for Service and Payment Terms.

1. Licensee shall reimburse Licensor for any labor, material, fees and services supplied by Licensor to install and/or maintain Attachments under this Agreement. Licensor shall supply additional detail of such costs upon request by Licensee.

2. Unless otherwise specified, all charges shall be due in full to Licensor within sixty (60) days of billing.

3. A carrying charge equal to the lesser of 9% per annum or the maximum amount allowed by law shall accrue on any outstanding balance owed Licensor after sixty (60) days.

4. Licensee will be responsible for Licensor's attorney's fees and costs incurred in connection with enforcement of any provision of this Agreement.

20-3-7 Licensee shall reimburse Licensor for the Attachment and Use Fee as provided in **Exhibit A.**

20-3-8 Payment and Liens.

1. Licensee shall pay for all charges for work and materials in connection with the Attachments, and, shall pay all taxes levied in connection therewith, within sixty (60) days of the date of billing by Licensor, and Licensee shall hold Licensor's property harmless from any associated liens or encumbrances.

20-3-9 Protection Against Accidents/Damages/Indemnification

1. The Licensee shall exercise due care and take all appropriate safety precautions necessary or advisable for the prevention of accidents, and shall comply with all laws and regulations applicable to any work performed regarding Licensee's Attachments and any work

performed on or near Licensor's Facilities, to avoid damage, loss, or injury of any and all kinds or nature whatever to persons and property.

2. The Licensee waives all claims against Licensor, its affiliates, parents, subsidiaries or successors, their officers, lawyers, agents and employees for damage to property or Attachments arising directly out of any work performed by Licensee. The Licensor waives all claims against Licensee, its affiliates, parents, subsidiaries or successors, their officers, lawyers, agents and employees for damage to property or Attachments arising directly out of any work performed by Licensor.

3. To the extent permitted by law, the Licensee shall hold harmless, defend and indemnify Licensor, its officers, employees, lawyers, and agents from and against all claims, liabilities, judgments, costs and expenses for personal injury or death of any person(s) and for damage to the property of any third person(s), arising directly out of any work performed regarding Licensee's Attachments and any work performed on or near Licensor's Facilities. This indemnity shall apply whether such death or injury is to the person(s) of any officer(s), agent(s), servant(s) or employee(s) of the Licensee, or their properties or to any other person whomsoever.

4. The Licensee shall be responsible for any damage to the property of Licensor arising directly out of the performance of any Licensee work.

5. Licensor reserves to itself, its successors and assigns, the right to maintain and operate Licensor's Facilities in such manner as will best enable it to fulfill its own service requirements. Licensor will not be liable to Licensee, Licensee's customers, or any others for any interruptions of service to Licensee, or for interference with operation of the Attachments arising in any manner, out of use of the maintenance, operation and/or Facilities hereunder, and to the extent permitted by law, Licensee shall indemnify, defend, protect and save harmless Licensor from any and all claims, demands, suits, judgments, liabilities, loss, damages, including punitive damages, court costs and expenses, including attorney's fees, in any manner arising therefrom. Licensee shall not be responsible for any claim(s) of lost profits arising out of any acts and/or omissions of Licensee.

6. Licensee assumes the risk of liability for and to the extent permitted by law shall indemnify, defend, protect and save harmless Licensor from and against any and all claims and suits for damages, including punitive damages, or loss for infringement of copyright, for libel or slander, for business disparagement, for unauthorized use or treatment of other program material, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and/or operation of Attachments in combination with Licensor's Facilities.

7. Licensee is hereby advised that energized electric lines, which must be avoided, are or may be installed in the vicinity of the Attachments. Licensee shall warn and alert each of its employees or contractors working for it of the existence, location, and nature of the energized electric lines. Any work to be performed by Licensee is undertaken with full knowledge and awareness of and assumption of the risk involved in performing work with the existence of the energized lines. Licensee shall insure that adequate equipment is provided for working in the vicinity of electric facilities, and shall provide adequate supervision and assistance for such workers so as to avoid accidental contact with hazardous electric facilities.

8. Licensee will promptly notify Licensor of any damage caused to Licensor's Facilities and shall notify Other Licensees of any damage caused to their equipment and shall notify Licensor and Other Licensees of any claims or damages of any kind directly or indirectly associated with the Attachments.

9. Licensee and each of its contractors shall carry insurance naming Licensor, its subsidiaries and affiliates as additional insured parties on a primary and non-contributory basis. Licensee's Insurance requirements are as follows:

- 1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii) Five million dollars (\$5,000,000) for all other types of liability;
- 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- 3) Worker's compensation with statutory limits; and
- 4) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

The above-required insurance may be satisfied with primary insurance, excess insurance, self-insurance or any combination thereof.

10. Prior to installing any Attachments under this Agreement to Licensor's Facilities, Licensee shall furnish Licensor certificates of insurance evidencing coverage as required herein which shall provide that the certificate issuer shall give at least thirty (30) days' written notice to Licensor prior to cancellation or termination of any insurance coverage.

11. Nothing contained in this insurance provision shall operate to relieve Licensee from its duties to Licensor under the indemnity provisions of this Agreement.

20-3-10 Assignment

1. Licensee shall not assign, transfer or sublet any part thereof or the privileges granted by this Agreement without written consent from Licensor.

2. In the event such consent or consents are granted by Licensor, Licensor has the right to any fees that would otherwise be due from Licensee, and the privileges granted by this Agreement shall extend to and bind the successors and assigns of Licensor and Licensee.

3. Notwithstanding anything in this Agreement to the contrary, Licensor may, at its discretion, require that a new application be submitted, and additional fees be paid by the successor rather than assigning rights under this Agreement.

4. Licensee shall not sub-license to a third party any of their rights to Licensor's Facilities. Such action shall constitute a violation of this Agreement and shall submit Licensee to any remedy allowed at equity or by law sought by Licensor.

20-3-11 Termination of the License between Licensor and Licensee

1. The initial term of the license between Licensor and Licensee shall be five (5) years ("Initial Term") and shall automatically renew for one (1) year terms unless terminated pursuant to this Section.

2. The license between Licensor and Licensee may be terminated: (a) by mutual consent, or (b) after the Initial Term, by either Party by giving the other Party at least one (1) year prior written notice of its intent to terminate, or (c) by a Party if the other Party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

3. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, non-compliance or breach within sixty (60) days after written notice from Licensor, Licensor may, at its sole option, (i) terminate the License, (ii) terminate the rights covering the Utility Poles as to which such default, non-compliance or breach shall have occurred, (iii) require the default or breach to be corrected and decline to permit additional Attachments until all breaches have been corrected, or (iv) remove, relocate or rearrange the affected Attachments at Licensee's expense. Licensor shall be entitled to seek any remedy at law or in equity in order to enforce any of its remedies provided for herein.

4. In the event of termination of the license between Licensor and Licensee, or any of Licensee's rights, privileges or authorizations according to this Agreement, Licensee shall remove Attachments immediately from Licensor's Facilities; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to this Agreement to Licensor until such Attachments are actually removed. In the event that Licensee does not remove Attachments with respect to rights that have been terminated within six (6) months, or in the event that Licensee does not remove Attachments within six (6) months after termination of the license, Licensor shall have the option to accept ownership of Attachments at no cost to Licensor, in which case Licensee shall furnish a proper bill of sale or to remove Licensee's Attachments and deliver same to Licensee, all at Licensee's expense.

20-3-12 Attachment Removal

1. Should Licensor under any applicable provision of this Agreement remove Attachments from Licensor's Facilities, Licensee shall reimburse Licensor for the actual and reasonable cost of removal and storage, and all other amounts due to Licensor hereunder.

20-3-13 Abandonment of Poles

1. If the Licensor desires, at any time, to abandon any Utility Pole under this Agreement, it shall give the Licensee notice to that effect at least ninety (90) days prior to the date on which it intends to abandon such Poles.

2. Should Licensor abandon any Utility Pole, Licensor has the unilateral right to take the Utility Pole down and out of service. At such time, Licensee may seek to install a new Utility Pole at Licensee's expense, or locate any Attachments underground.

3. Upon request by Licensee, and at Licensor's sole discretion, the Licensor may assign, to the extent it has any, to the Licensee, the rights to any abandoned Utility Pole, any easements, permits or other rights, assignable by their terms, which are needed for the continued presence of the Attachments and/or poles.

4. The Licensee shall indemnify and save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter because of, or arising out of, the presence or condition of such Utility Pole or of any Attachments thereon.

20-3-14 Limitation of Liability

1. Licensor shall not be liable to Licensee for any interruption of Licensee's use of Attachments, or for incidental, special or consequential damages, including, but not limited to, lost profits, lost savings or loss of use, even if Licensor has been advised as to the possibility of such damages.

20-3-15 Force Majeure

1. Licensor shall not be liable for any damages, costs, expenses or other consequences incurred by Licensee or by any other person or entity as a result of any delay in or inability to provide usable space to Licensee due to circumstances or events beyond the reasonable control of Licensor, including, but no limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, no availability of equipment from vendor, changes requested by Licensee, or any other circumstances beyond the control and without the fault or negligence of the Licensor.

2. Notwithstanding any Force Majeure condition, Licensee shall remain liable for all amounts owed to Licensor under this Agreement.

20-3-16 Venue and Choice of Law

1. Any license granted by Licensor to Licensee, or any dispute arising from this Agreement, shall be governed by and construed in accordance with the laws of the state of Illinois, and further, any and all such disputes shall only be brought in the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois.

20-3-17 Miscellaneous

1. Should Licensor replace a Utility Pole, Licensor has the unilateral right to require Licensee to relocate any Attachments onto the new Utility Pole at Licensee's expense. Licensor shall provide thirty (30) days' notice to Licensee prior to any Utility Pole replacement, unless the Utility Pole replacement is an emergency situation. In an emergency situation, Licensor shall replace any Utility Pole as soon as safely possible, and call 1-855-904-2462, or, the Battery Spill Hotline 1-314-554-2683 if so required.

2. Licensee shall follow all National Electric Safety Code ("NESC") rules and regulations regarding all Attachments on Village Utility Poles. In addition, Licensee must refrain from using multi-colored and unsecured riser tubes on Village Utility Poles. Licensee shall use a riser guard for purposes of preserving the aesthetic appearance of Village and Village's Utility Poles.

3. Licensee is responsible for the maintenance and appearance of all Attachments on Village Utility Poles. Licensee shall repair any damaged or unsightly Attachments within thirty (30) days of notification by Licensor.

4. Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

5. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

6. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSEE
AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois

By: _____
Ron D. Pate, SVP Operations & Technical
Services

LICENSOR

VILLAGE OF FREEBURG, ILLINOIS

By: _____
Name: _____
Title: _____

EXHIBIT A

1. Standard Pole attachment - \$15.00/year
2. Collectors/Amplifiers - \$3/month + .1200 per Kwh
3. Tying in the electric for powered devices (one-time fee) - \$150.00 per device.

EXHIBIT B

Attached List of Locations

ORDINANCE NO. 1680

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 AND FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT #70

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement between the Village of Freeburg and Freeburg Community Consolidated School District #70 in order to institute the Security Officer Program; and

WHEREAS, this agreement will set forth the terms and conditions of said Security Officer Program.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

SECTION 1. The recitals set forth above are hereby adopted, found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Contract attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Contract.

SECTION 3. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS ___ DAY OF APRIL, 2019.

YEAS _____ NAYS _____

ABSENT _____ ABSTAIN _____

ORDINANCE NO. 1680 cont.

Approved this ____ day of April, 2019.

ATTEST:

Jerry Lynn Menard, Village Clerk

Seth E. Speiser, Village President

Approval as to Legal Form:

Village Attorney

SECURITY OFFICER AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2019, is made by and between the Village of Freeburg, Illinois, a municipal corporation, hereinafter referred to as "Village," and Freeburg Community Consolidated School District 70, hereinafter referred to as "FCCSD70," and the position of Security Officer.

WHEREAS, the Village and FCCSD70 recognize the value of having a security officer assigned to FCCSD70 for the safety of juvenile and adult who attend the school and visit it; and

WHEREAS, pursuant to an agreement between the Village and FCCSD70 effective February 22, 2019, both the Village and FCCSD70 have agreed to institute the Security Officer Program; and

WHEREAS, the Village and FCCSD70 find it that it is appropriate to enter into a Security Officer Agreement to reflect the fact that the program is a cost-shared program and to memorialize the commitment of FCCSD70 to reimburse the Village for the time the Officer is assigned to this position at \$15 per hour.

WHEREAS, this Agreement shall be valid and in effect from February 19, 2019 up to and through the last day of the FCCSD70 2019 spring semester, at which time this Agreement will expire. The Village and FCCSD70 agree to thereafter meet to discuss negotiating a new Agreement for the following school year.

NOW, THEREFORE, the Village and FCCSD70 agree as follows:

A. APPOINTMENT OF SECURITY OFFICER TO FREEBURG ELEMENTARY SCHOOL:

1. **Hiring/Appointment of Security Officer:** The Chief of Police of the Village is hereby authorized to appoint the Security Officer. The security officer is an employee of the Village of Freeburg, and his or her hire, promotion, discipline, or termination, remains the exclusive responsibility of the Chief of Police, subject to the governance of the Village's Board of Trustees.
2. **Background Checks:** As an employee of the Village of Freeburg, the Security Officer shall undergo any background checks necessary prior to his/her assignment.

B. TRAINING, DISCIPLINE AND EQUIPMENT.

1. **Training:** Training of the Security Officer shall be coordinated through the Village of Freeburg Police Department under the authority of the Chief of Police. If there are specific trainings that FCCSD70 would like the security officer to attend, said training and its expense may be mutually agreed upon.
2. **Performance and Discipline:** The Village of Freeburg Police Department shall address any performance concerns in conjunction with FCCSD70. If FCCSD70 has concerns over the security officer's performance, they shall be reported directly to the Chief of Police.
3. **School District Acceptable Use Policy:** FCCSD70 does hereby agree to follow (and must acknowledge through signature, they s/he will abide by FCCSD70 policy when using all FCCSD70 issued electronic devices, and FCCSD70 provided information (including confidential records).

4. Uniforms and Equipment. All equipment and uniforms shall be the responsibility of the Village of Freeburg and be in accordance with Department rules and regulations for police officers.
 - a. Security Officer Duties: The individual appointment as FCCSD70 Security Officer shall be actively scheduled and assigned to Freeburg Elementary School for no less than 5 hours per day for 4 days per week. Duties shall include proactively communicating with students and staff, as well as responding to incidents and requests for service as requested. The Village and FCCSD70 mutually agree that if for some reason illness, crisis, or other schedule conflict arises, that the two parties shall meet to discuss proper payment for the program's services rendered for hours not allocated to FCCSD70 security officer assignment.
 - b. Security Officer Schedule: The schedule of the security officer rests with the Chief of Police and/or his designee. The schedule for assignment shall be made with input from FCCSD70's administration.

C. SECURITY OFFICER COMPENSATION, BENEFITS AND PERSONNEL SUPERVISION.

1. Payroll: The Village shall be responsible for all payroll-associated functions, including providing compensation to the security officer in accordance with Village policies
2. Worker's Compensation: The Village shall be responsible for providing any other benefits assigned to the security officer and are entitled under any applicable state or federal law, including but not limited to worker's compensation and unemployment compensation.
3. Personnel Records: The Village shall be responsible for maintaining the security officer's personnel file records.
4. Absences: If the security officer will be absent from their assignment to FCCSD70, s/he shall notify the FCCSD70's office as soon as practical.

IV. COST OF PROGRAM. FCCSD70 shall pay the Village of Freeburg quarterly for the cost of the Security Officer Program. The Village shall invoice FCCSD70 by forwarding the same to the office of FCCSD70 Superintendent. FCCSD70 will reimburse the Village for the amount due within 15 days of receipt of documentation.

V. LIABILITY; INSURANCE:

1. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omission of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of the Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
2. FCCSD70 shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of this coverage to the Village prior to the

Commencement Date, and annually thereafter during the term of this Agreement. The Village shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of such coverage to FCCSD70 prior to the Commencement Date, and annually thereafter during the term of this Agreement.

VI. OPTION TO TERMINATE: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party of their intent to do so. Provided, however, that the Chief of Police of the Village of Freeburg shall have the authority to immediately suspend the provisions of this Agreement shall it be deemed necessary in the interest of public safety.

VIII. AMENDMENTS: This agreement may be amended only upon the mutual written agreement executed by both parties.

IX. NOTICE: Any notice required by this Agreement shall be sent to the respective parties at the addresses set forth below. The place of notice may be changed by mailing to the parties at the following address:

NOTICE TO THE VILLAGE OF FREEBURG:

Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

NOTICE TO FCCSD70:

Freeburg Community Consolidated
School District #70
Attn.: Superintendent
408 S. Belleville St.
Freeburg, IL 62243

X. CHOICE OF LAW AND VENUE: This Agreement shall be construed by and under the laws of the State of Illinois. The Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois, shall be the exclusive venue for resolving any and all disputes arising out of and/or in any way related to this Agreement.

FREEBURG COMMUNITY CONSOLIDATED
SCHOOL DISTRICT #70

VILLAGE OF FREEBURG

By:

By:

Tomi Diefenbach, Superintendent

Seth E. Speiser, Mayor

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

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

ELECTRIC COMMITTEE MEETING
(Blaies/Albers/Heap/Meehling)
Wednesday, April 10, 2019 at 5:30 p.m.

Exhibit G

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, April 10, 2019 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Mike Heap, Trustee Lisa Meehling (absent), Mayor Seth Speiser, Village Clerk Jerry Menard (5:34 p.m.), Trustee Bob Kaiser, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of March 13, 2019 Minutes: *Trustee Denise Albers motioned to approve the March 13, 2019 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. Customer Issues: Head Lineman Shane Krauss stated there are none at this time.
3. Meadow Pines Subdivision: Shane said Mascoutah came over and helped with the 500-foot pull. They will hit this pretty hard next week and hopefully get it done. Zoning Administrator Matt Trout advised we received check from the developer today. Shane said that is just for the infrastuture.
4. Solar Program Update: Public Works Director John Tolan advised there has not been an ICC ruling.
5. Ameren Pole Agreement: Village Administrator Tony Funderburg advised there is a meeting with Ameren tomorrow. Attorney Keck stated they are in agreement to scrap the old agreement and will use our recently passed pole attachment ordinance to revise the agreement. Attorney Keck believes we can get the agreement completed and placed on the next board agenda.

B. NEW BUSINESS:

1. BHM&G Service Corp., Invoice for Services: Included for informational purposes.
2. Unit #10 Failure: Shane said they were conducting their mandatory monthly exercises. They have to run their units for 15 minutes at full load. They were about 10-12 minutes into he un and heard a discrepancy in the engine noise. No alarms sounded, and the engine shut down on its own. There was nothing to indicate not to start the engine. When we did, it blew out the #13 connecting rod. There is only 177 hours on that unit that was installed in 2006. Tony confirmed it has been reported to our insurance company. The claims rep has been working with John and Shane on this. Shane has created a timeline of events to track everything. This is especially important as we need to provide IMEA with a timeline to get the unit back online.

Electric Committee Meeting Minutes
Wednesday, April 10, 2019
Page 1 of 2

They are looking at extending the time to have a unit offline to 24 months without losing generation credits.

Shane said that we installed two lights for the Junior Midgets at the park for them. They are relocating to the Catholic War Vets in Belleville, and asked if we could take them down and deliver them to the Catholic War Vets. Shane said it would take about two hours, and the committee agreed with the request.

EXECUTIVE SESSION
5:42 P.M.

Trustee Denise Albers motioned to enter Executive Session citing Personnel, 5 ILCS 120/2-(c)(1 and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED
5:52 P.M.

The regular committee meeting reconvened at 5:52 pm.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Denise Albers motioned to adjourn at 5:52 p.m and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com
PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Kaiser/Blaies/Heap/Meehling)
Wednesday, April 10, 2019 at 5:45 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 5:53 p.m. on Wednesday, April 10, 2019, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling (absent), Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Water/Sewer Department Leader Gregg Blomenkamp (absent), Police Chief Mike Schutzenhofer, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle, Ronald and Delores Gill.

A. OLD BUSINESS:

1. Approval of March 13, 2019 minutes: Trustee Mike Blaies motioned to approve the March 13, 2019 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.
2. New Sewer Plant: Public Works Director John Tolan stated he met with Dustin of Burns and McDonnell last week regarding infiltration and CMOM. They designated 7 spots to set the reporters. They will be here tomorrow to install them and start the flow data. Blomenkamp Excavating is working to clear the property.

Trustee Mike Blaies motioned to recommend the Burns and McDonnell invoices totaling \$17,091.99 to the full Board for approval and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.
3. Sewer issues: John advised Steve Gale installed a check valve in the Beasenburg residence due to her sewer backup.
4. FSH Minutes: John said it's been pretty quiet.
5. Old Freeburg Road Water Lines: John provided TWM's project plan/preliminary engineering report schedule for Old Freeburg Road and also High at White. Todd Peek told John it's not uncommon to get the curb and gutter included in the loan. The spreadsheet shows both an EPA or Rural Development Loan. We would like a subcommittee with Trustee Albers, Trustee Kaiser, Tony and John and go through the options and report back. To get a loan from either agency, we would have to do a facility plan. We might be able to include other future projects in that facility plan as well, like the water tower replacement so we wouldn't have to revise our facility plan again.

The TWM invoices were provided for informational purposes.



6. Spring Clean Up: John advised the Spring Clean Up is set for Thursday, April 25th through Saturday, April 27th. J&C E-Recycling will handle everything, and Siemens has been notified.

B. NEW BUSINESS:

1. Deduct Meters: John said we've had an issue with 3 or 4 of them going bad and the customer wants them replaced at no cost. The customer purchases them and is supposed to maintain them. We don't know how they store the meter. We will create an informational sheet regarding the meter which will include the warranty, how to store it, and a signature requirement and bring it back to committee.
2. TWM Engineering Invoices for GIS and Sludge Permit Renewal: Included for informational purposes. The GIS invoice is the yearly contract. John advised the sludge permit is renewed every five years and ours was approved.

John said they had the hydro excavator in as a demo if anyone wants to see the videos to better show what it does.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Ron and Delores Gill were present to discuss their ongoing drainage problems. They have a problem with the culvert located in between the two yards. John stated last year they had some pretty significant holes between the homes. The neighbor refuses to connect their gutters. The Gills now have erosion closer to the end of the culvert. The Gills also said their land is being washed out. They thanked the Village for coming out twice in the past to try to fix the situation. John has plans to fix the surface water problem around the culvert. Mayor Speiser said we will also discuss this with Bill Vollmer to see if he can help with their issues.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn the meeting at 6:24 p.m. and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager



CREATE AMAZING.

March 29, 2019

RECEIVED

APR - 3 2019

 Invoice: 113084-1
 Federal ID: 43-0956142
 Client Task Order: No. 1

FREEBURG ILLINOIS TONY FUNDERBURG 14 SOUTHGATE CENTER FREEBURG IL 62243	SEND PAYMENT TO: Burns & McDonnell Engineering Co., Inc. PO Box 411883 Kansas City, MO 64141-1883 Reference Invoice Number with Payment TERMS: PAYABLE UPON RECEIPT - LATE CHARGE AFTER 30 DAYS	WIRE INSTRUCTIONS: Account: 9801192345 Routing: 101000695 SWIFT Code: UMKCUS44 United Missouri Bank 1010 Grand KANSAS CITY, MO 64141 (816)-860-7000
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Professional Engineering Services for the Expansion of the Wastewater Treatment Plant

SERVICE THROUGH: 28-Feb-2019

LABOR

<u>Labor Classification</u>	<u>Level</u>	<u>Regular Hours</u>	<u>Regular Rate</u>	<u>Amount</u>
Assistant	8	16.00	111.00	1,776.00
Staff	11	40.50	166.00	6,723.00
Senior	12	23.00	183.00	4,209.00
Associate	15	11.00	220.00	2,420.00
Associate	17	2.00	229.00	458.00
		92.50		15,586.00

EXPENSE

(See Attached)

920.38

Subtotal Amount	16,506.38
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TOTAL AMOUNT DUE THIS INVOICE	16,506.38 USD
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Contract Maximum	1,679,500.00
Less Total Billed to Date	16,506.38
Amount Remaining	1,662,993.62

Thank you for your business. We appreciate the opportunity to serve you.

 Project Manager: Jeff Barnard 314-682-1626 jbarnd@burnsmcd.com
 Invoice Inquiry: Cody Kaemmer 816-627-3366 crkaemmer@burnsmcd.com

Labor Summary Amount					
Reg. Hours	Prem. Hours	Number	Name	Bill Level	Classification
16.00		30638	Craven, Alex	8	Assistant
16.00		17079	Collins, Caitlin	11	Staff
24.50		21425	White, Allison	11	Staff
4.00		34067	Chapin, Allison	12	Senior
19.00		9797	Darlington, Joseph	12	Senior
9.00		7288	Barnard, Jeff	15	Associate
2.00		12827	Naumann, David	15	Associate
2.00		6825	Patchett, Randy	17	Associate
92.50					

Technology Charge			
	Hours	Rate	Total
Technology Charge	92.50	9.95	920.38
Technology Charge Total	92.50		920.38

Expense Subtotal: Amount	920.38
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BURNS & McDONNELL

CREATE AMAZING.

March 29, 2019

RECEIVED

APR - 3 2019

Invoice: 114528-1
 Federal ID: 43-0956142
 Client Task Order: No. 2

<p>FREEBURG ILLINOIS TONY FUNDERBURG 14 SOUTHGATE CENTER FREEBURG IL 62243</p>	<p>SEND PAYMENT TO: Burns & McDonnell Engineering Co., Inc. PO Box 411883 Kansas City, MO 64141-1883</p> <p>Reference Invoice Number with Payment</p> <p>TERMS: PAYABLE UPON RECEIPT - 1.5% INTEREST PER MONTH IF NOT PAID WITHIN 30 DAYS</p>	<p>WIRE INSTRUCTIONS: Account: 9801192345 Routing: 101000695 SWIFT Code: UMKCUS44 United Missouri Bank 1010 Grand KANSAS CITY, MO 64141 (816)-860-7000</p>
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Professional Engineering Services for CMOM Plan Development, Collection System Monitoring & Inflow and Infiltration Strategic Planning

SERVICE THROUGH: 28-Feb-2019

LABOR

<u>Labor Classification</u>	<u>Level</u>	<u>Regular Hours</u>	<u>Regular Rate</u>	<u>Amount</u>
Senior	13	2.75	203.00	558.25
		2.75		558.25

EXPENSE

(See Attached) 27.36

Subtotal Amount 585.61

TOTAL AMOUNT DUE THIS INVOICE 585.61 USD

Contract Maximum	105,000.00
Less Total Billed to Date	585.61
Amount Remaining	104,414.39

Thank you for your business. We appreciate the opportunity to serve you.

Project Manager: Dustin Hill 314-682-1692 drhill@burnsmcd.com
 Invoice Inquiry: Cody Kaemmer 816-627-3366 crkaemmer@burnsmcd.com

Labor Summary Amount					
Reg. Hours	Prem. Hours	Number	Name	Bill Level	Classification
2.75		14331	Hill, Dustin	13	Senior
2.75					

Technology Charge			
	Hours	Rate	Total
Technology Charge	2.75	9.95	27.36
Technology Charge Total	2.75		27.36

Expense Subtotal: Amount	27.36
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VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Albers/Heap/Kaiser)
Wednesday, April 10, 2019 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:24 p.m., on Wednesday, April 10, 2019, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Mike Heap, Trustee Bob Kaiser, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling (absent), Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool: Julie advised we had one of the new lifeguards leave, and we have three new ones to hire. Scott would still like to have one more lifeguard.

Trustee Denise Albers motioned to recommend to the full Board Macy Gauch, Brooke Trentman and Camille Veillon be hired as lifeguards for the 2019 pool season at \$8.25 per hour and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

Village Administrator Tony Funderburg confirmed the chairs are ordered, and Public Works Director John Tolan advised we will start working on the pool in the next couple of weeks.

B. NEW BUSINESS:

1. St. Joseph Church Dinner Auction Donation Request: The committee agreed to donate one 10-day pool pass.
2. St. Agatha's PTF Summer Fun Donation Request: The committee agreed to donate one 10-day pool pass.

STREETS: A. OLD BUSINESS:

1. Approval of March 13, 2019 Minutes: *Trustee Denise Albers motioned to approve the March 13, 2019 minutes and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*
2. E. Apple Street Proposed Repair: John said approximately \$3,000 of the engineering is included in the TWM project schedule to see what would work for E. Apple.
3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off: John advised they will begin working on the drainage problem on Mill and State within the next 3 weeks. With regard to Hill Mine Road, they will be televising several areas on the school's property.
4. Customer Issues: Discussed in Public Works committee.

5. MFT 2019-2020/Belleville St. in front of Post Office Repair: John reviewed all of the bids received for this year's MFT. John and Jeff Reis walked Meadowbrook and painted the areas that need attention. They will core them out and patch them. He also said some of the curbs will have to be repaired before they start the overlay.

Trustee Denise Albers motioned to recommend to the full Board the 2019 MFT Packet for approval and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.

6. Phone System: Tony advised he reviewed the phone lines that need to be ported over with Computron. They are very close to switching over to the new system.

Trustee Machett inquired about sidewalk repairs, and John stated he has \$10,000 in the budget, so we will be working on them.

B. NEW BUSINESS:

1. MFT Bid Results: Discussed above.
2. National Association of Letter Carriers' MDA "Satchel Drive Fundraiser:" The committee agreed with the request.
3. POW-MIA City Designation: Tony discussed the different requirements for the POW-MIA and the Purple Heart designation. Matt and Denise are going to work on this project. Mayor Speiser advised both Smithton and Waterloo have done them.
4. Jurisdictional Transfer of Cemetery Road: Tony said we have a new map that better defines the jurisdictional transfer area. Tony stated it won't go on our board agenda until IDOT approves it and sends it back to us.
5. Interface Addendum/Customer Change Order: Tony advised Interface didn't quote prevailing wages, and they now want us to pay extra for it. Tony commented we don't see a savings on the work included in their scope of work but was not done. TF would like to have a conversation with the owner since we are building a \$12,000,000 sewer plant that needs their equipment in there. Attorney Keck said we need to pay prevailing wage and pay the invoice. For \$1,600, we don't need a labor board issue with the state on what we are supposed to be compliant with. Tony stated we will pay this, but they will know our issues with it.
6. Nevois Construction Pay Request #5 for \$88,200: *Trustee Denise Albers motioned to recommend to the full Board payment of Nevois Construction's Pay Request #5 in the amount of \$88,200 and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*

Tony asked for a price from Nevois to pour a concrete driveway in front of the police expansion, and Nevois quoted \$12,200. Mayor Speiser said we will take care of it.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Denise Albers motioned to adjourn the meeting at 6:49 p.m. and Trustee Mike Heap seconded the motion. All voting yea, the motion carried.*


Julie Polson
Office Manager