

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Ray Matchett, Jr.  
Lisa Meehling  
Mike Blaies  
Tom Carpenter  
Dana Miller  
Robert Kaiser

**VILLAGE TREASURER**  
Bryan A. Vogel

# VILLAGE OF FREEBURG

**FREEBURG MUNICIPAL CENTER**  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: [www.freeburg.com](http://www.freeburg.com)

**VILLAGE ADMINISTRATOR**  
Matt Trout

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Michael J. Schutzenhofer

**ESDA COORDINATOR**  
Eugene Kramer

**VILLAGE ENGINEER**  
Tim Pruett, P.E.

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

## **THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:**

**Meeting ID 447 872 7673**

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

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

September 9, 2024

### **NOTICE MEETING OF THE ELECTRIC COMMITTEE (Blaies/Carpenter/Kaiser/Meehling)**

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, September 11, 2024, at 5:30 p.m.**

#### **ELECTRIC COMMITTEE MEETING AGENDA**

- I. Items to be Discussed
  - A. Old Business
    1. Approval of August 14, 2024 Minutes
    2. Customer Issues
    3. IMEA Energy Efficiency Grant
    4. Cemetery Road Line Extension
  - B. New Business
    1. CivicPlus Agreement
  - C. General Concerns
  - D. Public Participation
  - E. Adjourn

At said Electric Committee Meeting, the Village 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)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c)(1)], collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2) or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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### ELECTRIC COMMITTEE MEETING (Blaies/Carpenter/Kaiser/Meehling) Wednesday, August 14, 2024 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:31 p.m. on Wednesday, August 14, 2024 by Chairperson Mike Blaies. Committee members present were Chairperson Mike Blaies, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Ray Matchett, Trustee Dana Miller, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Village Attorney Fred Keck, Village Administrator Matt Trout, Village Engineer Tim Pruett, Office Manager Mary Downen. Guest present: None. There were no guests present via Zoom.

**A. OLD BUSINESS:**

1. Approval of July 10, 2024 Minutes: Trustee Lisa Meehling motioned to recommend to the full Board approval of the July 10, 2024, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.
2. Customer Issues: Head Lineman Shane Krauss stated during the storm we did have a partial outage at the AT&T building on St. Clair and Alton. We believe it was due to lightning. Also, a Waste Management truck pulled down a pole. Public Works Director John Tolan said there was an outage at SAVE site. It had blown a fuse. Shane added he thinks it was from a lightning strike as well.
3. IMEA Energy Efficiency Grant: John spoke with Matt and Shane and they plan to meet in the next couple of weeks as there is a decent balance in there and it needs to be used by May 2025.
4. Cemetery Road Line Extension: Shane said hopefully by next meeting we will have it wrapped up.
5. Versalift Update: Shane said we got it back and it is back in service.

**B. NEW BUSINESS:**

Shane stated they had Urge and NESHAHP testing. NESHAHP compliance came back and everything tested good. That is the emissions side of things. The Urge testing is the capacity of credits. We were a little bit short of where we were last year. It depends on Versa lift how the engines are running on that particular day. Everything is automated now. We were 29kw lower than last year. Some of that is at the North Sub as we can't claim all the credits. Even though they ran higher we are capped at what we can claim there. Trustee Blaies asked if we have always been capped at the North Sub. Shane responded yes, because those credits came from the old units at the South Sub.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.



**E. ADJOURN:** *Trustee Bob Kaiser motioned to adjourn at 5:44 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

A handwritten signature in black ink, appearing to read "Mary Downen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mary Downen  
Office Manager



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Customer:**

Q-72938-1  
4/16/2024 8:06 AM  
FREEBURG VILLAGE,  
ILLINOIS

Product Name	DESCRIPTION	QTY	TOTAL
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [2] copies	2.00	USD 0.00
Annual Print Supplementation Service Included	Annual Print Supplementation Service Included Print Schedule - 6	1.00	USD 0.00
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 2,100.00
Online Code Hosting Premium Bundle	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	1.00	USD 1,618.75
Annual Recurring Supplement Services - Initial Term			USD 3,718.75
Annual Recurring Supplement Services - (Subject to Uplift)			USD 3,718.75

1. This Statement of Work ("SOW") is between Freeburg Illinois ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 12/1/2024 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

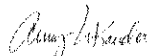
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

8/29/2024

**Addendum 1**

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.



**We are transitioning to an annual fee for supplementation services.** Our new approach will ensure your code is continually updated for you and your residents. Here's what it means for you:

- **No Surprises.** Your annual fee will cover the legislation added during that contract year, such as planning and zoning documents, full chapter replacements, and the addition of tables, images, and graphics. This approach will enable us to serve you better, empower you to send in your legislation without worrying about unexpected charges.

**Please Note:** *Adding entirely new material, such as but not limited to new zoning chapters, will be covered in your current annual costs. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost at that time. Other exceptions to the annual fee include legal work, documents created in InDesign or that contain form-based code requirements, the creation of fee schedules, gender-neutral review and implementation, external linking, and codifying a newly adopted term change.*

- **Reduced Administrative Processing.** Customers have often commented that our per-page model is outdated and difficult to explain. You will no longer need to count pages, tables, or graphics.
- **Consistent Budgeting.** Easily budget for your supplementation costs. No more guessing or estimating how many ordinances your council or commission will pass.
- **Increased Transparency.** There is no need to worry about how many ordinances you send us for supplementation.

#### **Co-Terming Supplementation as a Service and Online Code Hosting**

To simplify your annual billing cycle, you will receive your annual Supplementation as a Service invoice in the same month you receive your Online Code Hosting tool subscription invoice.

#### **Your Projected Supplementation as a Service Cost**

Your price will be based on historical data to look at the average amount your organization has spent on supplements in the past.

To Ensure we are investing in our teams and products to support this change we are making the following adjustments to our supplement pricing:

- **Supplementation as a Service:** Your annual bill for supplementation services represents about a 10% price increase over the next three years and a 10% increase in your administrative support fee.
- **Alternative Supplementation Page Rates:** If you want to continue being billed per page, rather than moving to our Supplementation as a Service billing model, the per-page rate will increase by approximately 20%.

Our new Supplementation as a Service billing model will support you and your residents during the codification industry's digital transformation and provide you with predictable costs for annual supplementation services.