

REGULAR BOARD MEETING AGENDA – FEBRUARY 17, 2015 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. February 2, 2015 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report
7. Attorney’s Report – Executive Session to Discuss Real Estate Transactions, 5 ILCS 120/2-(c)(5)
8. ESDA Report
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit B**
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids –
 - 13 – 1. Urbanna Drive Sidewalk Project Bids – **Exhibit C**
14. Resolutions –
 - 14 – 1: Resolution #15-01: A Resolution for Participation in US Dept. of Defense/State of Illinois LESO Program – **Exhibit D**
15. Ordinances –
 - 15 – 1. Ordinance #1537: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Preliminary Engineering services Agreement for Federal Participation between the Village and Rhutasel and Associates Relative to the West Apple Sidewalk Connector Project – **Exhibit E**
16. Old Business –
17. New Business –
18. Appointments –
 - 18 – 1. Mayor’s Recommendation to Appoint Jim Cook as the Attorney of Record with Respect to Subpoena Issued On Case with Conflict of Interest with Weilmuenster Law Group.
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, February 12, 2015 – 5:30 p.m. – **Exhibit F**
 - 19-1a. Recommend Surplus Equipment be Placed on State Ild System – **Exhibit G**
 - 19-1b. Recommend Purchase of 16 transformers not to exceed \$23,828 from Fletcher-Reinhardt – **Exh.H**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, February 12, 2015 – 6:00 p.m. – **Exhibit I**
 - 19 – 3. Streets Committee Meeting – Wednesday, February 12, 2015 – 6:30 p.m. – **Exhibit J**
 - 19-3a. Recommend Hiring Haley Alt, Sabryn Boike, Christian Czech, Ian Hahn and Collin Pierce
 - 19-3b. Recommend Pool Managers and Returning Lifeguards’ Raise of 2.5%
 - 19-3c. Recommend Pool Managers Receive \$30 for Working Pool Parties
 - 19-3d. Recommend Pool Party Price Changes
 - 19-3e. Recommend Entering into Preliminary Engineering Services Agreement with Rhutasel pending Inclusion of #7 - see item #15-1 above
 - 19-3f. Recommend Acceptance of Fournie Contracting Co.’s Bid of \$250,482 for Urbanna Drive Sidewalk Project – See item #13-1 above

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

SAFE ROUTES TO SCHOOL URBANNA DRIVE SIDEWALK PROJECT JANUARY 30, 2015 BID LETTING

FOURNIE CONTRACTING CO., INC.	\$250,482.00
DMS CONTRACTING, INC.	\$255,699.00
STUTZ EXCAVATING, INC.	\$268,901.02
LAKE CONTRACTING, INC.	\$270,944.00
HANK'S EXCAVATING & LANDSCAPING, INC.	\$281,277.45

RESOLUTION NO. 15-01

A RESOLUTION FOR PARTICIPATION IN U.S. DEPT. OF DEFENSE/
STATE OF ILLINOIS LESO PROGRAM

- (Village of Freeburg
- (County St. Clair
- (State of Illinois

WHEREAS, the Village of Freeburg Police Department has limited fiscal resources available for the procurement of equipment in support of law enforcement; and

WHEREAS, the State of Illinois LESO Program under US Department of Defense regulation allows a variety of controlled US Government property to be loaned to member law enforcement agencies upon program enrollment and yearly dues payment in accordance with current fee schedule set by the State of Illinois; available equipment may include tactical equipment and vehicles, weapons, service vehicles, construction equipment, tools and other commodities to assist law enforcement efforts; shipping and transportation charges may be assessed on property acquired through LESO and are the sole responsibility of the law enforcement agency; and

WHEREAS, the Village of Freeburg Police Department agrees to the terms and conditions as set forth in the current State Plan of Operations: items on loan from the government through the LESO program are for law enforcement use only by active LESO Program participations, with disposal of items to occur in accordance with US Dept. of Defense regulations for demilitarization of LESO property, as explained in the State Plan of Operations;

THEREFORE, WE THE ELECTED OFFICIALS of the Village of Freeburg do hereby consent and decree that the Village of Freeburg Police Department is authorized to participate in the State of Illinois LESO Program as administered by enforcement agency's Chief Executive Official.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, this 17th day of February, 2015.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote Recorded By:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 17th day of February, 2015.

ATTEST:

Jerry Lynn Menard, Village Clerk

Seth Speiser, Village President

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 PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND RHUTASEL AND ASSOCIATES, INC., RELATIVE TO THE WEST APPLE SIDEWALK CONNECTOR PROJECT 15-00026-00-SW

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 for Preliminary Engineering Services with Rhutasel and Associates relative to the West Apple Sidewalk Connector Project 15-00026-00-SW as described in the attached Local Agency Agreement for Federal Participation, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a Preliminary Engineering Services Agreement with Rhutasel and Associates as described in the attached Local Agency Agreement for Federal Participation, and

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Agreement attached hereto and made apart hereof.

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 Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into the Agreement attached hereto and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement 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 Agreement.

SECTION 4. 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 17th DAY OF FEBRUARY, 2015.

AYES _____

NAYS _____

ORDINANCE NO. 1537 cont.

ABSENT _____

ABSTAIN _____

Approved this 17th day of February, 2015.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney

Local Agency Village of Freeburg	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Rhutasel and Associates, Inc.
County St. Clair				Address 4 Industrial Drive, P.O. Box 97
Section 15-00026-00-SW				City Freeburg
Project No.				State IL
Job No.				Zip Code 62243
Contact Name/Phone/E-mail Address Tony Funderburg 618-539-5545 tfunderburg@freeburg.com	Contact Name/Phone/E-mail Address Chris Smith, P.E. 618-539-3178 chris.smith@rhutasel.net			

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name West Apple Sidewalk Connector Project Route _____ Length 2400 Structure No. N/A

Termini West Apple Street from Richland Avenue to West Street (RR Omission), Urbanna Drive from Milfred Road to Linden Drive.

Description New Sidewalk, curb and gutter, storm sewer, all the miscellaneous collateral work to complete this stage of the "safe routes to school" network as proposed.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 545 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class of Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. ~~That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.~~
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Rhutasel and Associates, Inc.
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243

Current Payroll Rates
1/28/2015

<u>Classification</u>	<u>Rate</u>
Principal Engineer	\$54.20
Principal Surveyor	\$54.20
Structural Engineer	\$50.44
Senior Project Engineer	\$43.92
Project Engineer	\$34.02
Resident Engineer	\$40.00
Project Surveyor	\$31.82
Design/Construction Engineer	\$29.71
Design Surveyor	\$27.79
Resident Technician	\$30.00
Engineering Technician V	\$28.41
Engineering Technician IV	\$25.65
Engineering Technician III	\$21.00
Engineering Technician II	\$17.32
Engineering Technician I	\$13.75

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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/Smith/Niebruegge)
Wednesday, February 11, 2015 at 5:30 p.m.

EXHIBIT F

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, February 11, 2015 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard (5:43 p.m.), Trustee Dean Pruett, Trustee Matt Trout, Trustee Ray Matchett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of January 14, 2015 Minutes: Trustee Steve Smith motioned to approve the January 14, 2015 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.
2. Surplus Equipment: Shane passed out a list of surplus items that he and John would like to see the committee recommend to the full board for auction. Shane said you can either place a minimum bid on an item, or you can let it run and see what happens. He suggested a minimum on the larger items like the bucket truck. If we don't set a minimum bid or time limit, the item could be purchased at less than what we want. Tony, Shane and John will decide the minimum bid items. Shane suggested putting an ad in the paper directing them to the auction site. We will advertise that and can put this information on our website.

Trustee Elizabeth Niebruegge motioned to recommend to the full Board the surplus items be placed on the I bid auction site and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.

3. Net Metering and Geothermal Program: Tony has two press releases ready to go that we will give to the paper which will allow the people to start applying. The first release will state, "Freeburg Businesses Offered Cash Incentives to Become More Energy Compliant." The applicable form will be available on IMEA's website. On our side of the grant, IMEA advised pumps or blowers are the best way to save money instead of the street lights. Sullivan just did theirs and IMEA suggested we talk to them. We have \$10,000 from 2014 and will receive another \$10,000 for 2015. Tony will get all of this information emailed to the trustees before Tuesday's board meeting. Trustee Blaies suggested we take \$2500 and release that now for the businesses and another \$2500 later in the year. Tony said we or IMEA can also make the decision on which business

Electric Committee Meeting Minutes
Wednesday, February 11, 2015
Page 1 of 2

receives the money. The committee decided to have a 2-month application period. Tony will have the press release ready to be issued at Tuesday's board meeting. Rod said in the future we can do a high energy bulb replacement program. The second press release is for the refrigerator recycling program.

4. Shed: Shane said the shed is all wrapped up, plumbers and insulation is done. The insulation made a big difference.
5. Charter Pole Agreement: Nothing new.
6. New bucket truck: Shane said we are hoping to take delivery this week.
7. Altorfer Service Agreement: Shane has not met again with the Altorfer representative. He will have something by next meeting.
8. Safety Award Program: John doesn't have anything on this.

B. NEW BUSINESS:

1. Transformer Quote: Shane obtained quotes from three companies since he needs to replenish his stock. Shane received quotes from Solomon and T&R for reconditioned transformers and from Fletcher Reinhardt for new ones. For 16 transformers, there is a price difference of approximately \$3000. There is money in the budget for this purchase. John asked if the warranty is different, and Shane said we don't get much of one.

Trustee Steve Smith motioned to recommend to the full Board we purchase 4 each of the transformers from Fletcher Reinhardt not to exceed \$23,828 and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if the shed should be taken off the agenda.

E. ADJOURN: *Trustee Elizabeth Niebruegge motioned to adjourn at 5:59 p.m. and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

Surplus Items

1987 Ford F-350 Dump Truck

1988 Ford F-800 Altec Bucket Truck

2001 Ford Expedition

2001 Ford Crown Victory

Vermeer 3550 Trencher Backhoe

Reading Utility Truck Bed

Metal Halide High Bay Light Fixtures

8" Ross Altitude Valve

Transformer Quotes

	Solomon (Reconditioned)	T&R Electric (Reconditioned)	Fletcher Reinhardt (new Cooper)
25 KVA Pole Mount	\$1,125	\$978	\$998
37 1/2 KVA Pole Mount	\$1,350	\$1,190	\$1,221
25 KVA Pad Mount	\$1,540	\$1,350	\$1,755
37 1/2 KVA Pad Mount	\$1,750	\$1,574	\$1,983
4 of each size. TOTAL:	\$23,060	\$20,368	23,828

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruet
Elizabeth Niebruegge

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

PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Matchett/Blaies)
February 11, 2015 at 6:00 p.m.

EXHIBIT I

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The Public Works Committee Meeting was called to order at 6:00 p.m. on Wednesday, February 11, 2015, by Chairman Dean Pruet. Members present were Chairman Dean Pruet, Trustee Ray Matchett, Trustee Mike Blaies, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Steve Smith, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Scott Schulz and Janet Baechle.

A. OLD BUSINESS:

1. Approval of January 14, 2015 minutes: Trustee Ray Matchett motioned to approve the January 14, 2015 minutes with correction and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.
2. Sewer project:

EXECUTIVE SESSION 6:01 P.M.

Trustee Mike Blaies motioned to enter into Executive Session citing potential litigation, 5 ILCS 120/2-(c)(11) and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED 6:18 P.M.

Trustee Ray Matchett motioned to end the Executive Session at 6:18 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

The Water/Sewer Committee reconvened at 6:19 p.m.

3. Sewer issues: John said over the past two weeks, they have televised and cleaned some more lines on Vine, E. Emily, Railroad Street, Phillips, the lift stations and Lakeview.
4. Water main extension along Rentchler Road: Administrator Funderburg had a conversation with Tony Erwin regarding this, and Tony said the residents want to move forward. The issue is that Ehret is very busy. Tony Erwin asked if we want to move forward with this project with TWM. He wants to know if we want to add any other roads. Our 3-5 year plan suggests getting water out into additional areas. Tony suggested we could do the municipal bonds, and then the project is paid by those homes' real estate tax bills. John said we are looking at going down Jefferson Road to Rentchler, and also go down White Oak to Peabody and tie into the north

Water/Sewer Committee Meeting
Wednesday, February 11, 2015
Page 1 of 2

sub. Tony said with respect to the residents at Covered Bridge, we will place a T at the entrance and let them come get it.

5. Countryside Lane annexations: Tony said Smithton and Belleville are still trying to figure out who owns land. Attorney Manion has reached out to their attorneys and is waiting on an answer from them now. Tony has advised the residents of the situation.
6. GIS Implementation: John advised everyone that Rhutasel gave Tony the disk, TWM has it and are inputting the data. John will meet with them next week and start using the program.
7. SLM Water Issues: John said there nothing new to report. Trustee Trout asked if we've pushed back since our issues come from them. John talked to Andy Curry (SLMs engineer) and had a good conversation about this. He is well aware of what is going on, he knows their issues. John said SLM is under a bigger microscope than we are, and it's not going to go away. Other communities are pushing too.
8. FSH Minutes: Included in the packet.
9. West Treatment Plant Exception: John advised Haier was here to work on the main lift station to replace all valves. While doing so, the main pipe was crushed, and Tony authorized emergency repairs to that line. It took about 4 days of work, and we replaced 70 feet of sewer line from the manhole to manhole. John said this item can be taken off.
10. Water Tower Painting: We will start this project in early summer.
11. Water Violation – Restricted Status List: John said we won't be putting in any new water lines until this situation is corrected. Mayor Speiser explained this to everyone at the Chamber Monday night. John advised we will go out and talk to the other organizations within the next couple weeks.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn at 6:30 p.m. and Trustee Mike Blaies 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.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, February 11, 2015 at 6:30 p.m.

EXHIBIT J
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster Law Group, P.C.

The meeting of the Public Property Committee was called to order at 6:31p.m. on Wednesday, February 11, 2015, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Matt Trout, Trustee Ray Matchett, Trustee Mike Blaies, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Scott Schulz and Janet Baechle.

POOL: A. OLD BUSINESS: Dean asked John to please cover the splash area pool toys.

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel:

EXECUTIVE SESSION

6:31 P.M.

Trustee Steve Smith motioned to enter into Executive Session citing personnel 5 ILCS 120/2 - (c)(1) and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:39 P.M.

Trustee Dean Pruett motioned to end Executive Session at 6:39 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried. The Streets Committee reconvened at 6:40 p.m.

Trustee Steve Smith motioned to recommend to the full Board the Village hire Haley Alt, Sabryn Boike, Christian Czech, Ian Hahn and Collin Pierce as lifeguards for the 2015 pool season and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Dean Pruett motioned to recommend to the full Board the pool managers and returning lifeguards receive a 2.5% raise and new hires receive minimum wage and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board to increase the pool managers receive \$30 for working a pool party and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

2. Swimming Pool 2015 Season Pricing: No adjustments to any admission prices. The pool parties will charge from a flat \$175 fee for the following: Sunday – Thursday, \$150 without splash area and \$170 with splash area; Friday – Saturday, \$160 without splash area and \$180 with splash area.

Trustee Steve Smith motioned to recommend to the full Board the pool party fees for the 2015 pool season will be as follows: On Sunday through Thursday, \$150 without the splash area and \$170 with the splash area; and on Fridays and Saturdays, \$160 without the splash area and \$180 with the splash area and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Niebruegge suggested a weather cancellation policy for the pool parties as follows: if pool closes within the first 30 minutes, a 75% refund; within the first hour, a 50% refund; within the first 1.5 hours, a 25% and none after that. There will be no refunds on food. The committee was in agreement and Elizabeth will update the reservation form.

Scott has scheduled Water acclimation classes on Monday through Friday, June 8 – 19th from 10:30 a.m. - 11:00 a.m. We will also have Saturday classes available from June 6 – July 25 excluding July 4th from 10:00 a.m. – 10:45 a.m. We will get this info updated on the website. Scott also said the swim team is done with practice by 10:30 a.m., and we could make the pool available from 10:30 a.m. – 11:00 a.m. for adults only to swim laps. Tony said we are also going to add water aerobics on Wednesday evenings from 7:00 p.m. – 8:00 p.m. as long as we can find an instructor.

STREETS: A. OLD BUSINESS:

1. Approval of January 14 2015 Minutes: *Trustee Steve Smith motioned to approve the January 14, 2015 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*
2. Safe Routes to School: Tony said IDOT is getting tough on the timeframes regarding the SFTS project over Railroad Street. The preliminary engineering has to be done and the proposed cost for that is \$28,000. The committee was concerned that item #7 was deleted from the contract and Tony will talk to Rhutasel about that before Tuesday's board meeting.

Trustee Dean Pruett motioned to recommend to the full Board Ordinance #1537 be approved pending inclusion of #7 and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board the Safe Routes to School Urbanna Drive Sidewalk Project Bid be awarded to Fournie Contracting Co., Inc. not to exceed \$250,482.00 and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

3. MFT/Ditch on N. Main: John met with Chris from Rhutasel this past week regarding the ditch on N. Main. John believes if we are going to spend our money, it should go towards replacing the culvert going across Main St.
4. Drainage Problem Areas/Southgate Drive/Countryside Lane: John said Mr. Borger's culvert is finished; we completed a surface inlet for Siemens that is really helping out; we also completed

some ditch work on E. Mill and in from on Dave Daniels' home on N. Main. The guys did a good job catching up on culverts over the winter.

5. Shady Lane Dispute: Tony said we are concentrating on getting Wilkerson done soon.
6. Cemetery Road: Tony doesn't know when the work on this road is going to happen.
7. Village Park Gazebo: Clark is up and looks wonderful and Tony advised Hal from the Tribune is going to do an article on him. Shane has installed the security cameras.
8. DCEO Sidewalk Grant: Tony advised we need to finalize this.

Trustee Pruett asked about the status of the signs we talked about on E. Apple that would add a weight restriction because the semis are too heavy for that road. John said the speed limit signs have been ordered, and the posts are in.

B. NEW BUSINESS:

1. Deer Crossing Signs on Countryside Lane: John said a resident on Countryside Lane has asked for one. Mayor Speiser said the state only puts them up if there's been an accident. Tony will check to see if there have been any.
2. Herschel Parrish Request to Buy Land: Tony talked to Mr. Parrish and he does not want to buy the land. He is looking to develop an area but it's not annexed into the village. He would like for us to keep our land cleaned up. Item can be taken off the agenda.
3. Park District Request for Stop Signs at Softball Complex Exits: John received a request from a park board member to install stop signs by the t-ball diamonds. Tony said what they are asking for doesn't fix the issue. What's needed is a better parking lot and speed bump. Tony confirmed it is our property, not a bad thing, but won't fix the problem. Send to police.
4. STP-U Road Improvement Grant: Tony attended a meeting on this. St. Clair County not applying for them because it's a 75/25% grant and we have to pay for all of the engineering costs, so it's more like a 50% match. If we apply, we would have to get an application in right away and it would be very expensive. The money is there, St. Clair County said they can't afford it. Madison County has a tax that helps pay their portion.

C. GENERAL CONCERNS: Trustee Trout has an issue with election signs being placed on our property. We will ask Zoning Administrator Henning to take care of the situation. John is working on the Industrial Park sign.

D. PUBLIC PARTICIPATION: Janet wanted to know what happened with the LED sign, and Elizabeth advised there is no money for it.

E. **ADJOURN:** *Trustee Matt Trout motioned to adjourn the meeting at 7:12 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager