

## REGULAR BOARD MEETING AGENDA – FEBRUARY 19, 2013 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting  
4 - 1. February 4, 2013 – Regular Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer's Report  
6 – 1. Treasurer's Reports for July 31, 2012, August 31, 2013 and September 30, 2012 – **Exhibit B**
7. Attorney's Report - None.
8. ESDA Report
9. Public Participation
10. Reports and Correspondence – None.
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations –  
12 – 1. IDOT – Safe Routes to School Local Agency Amendment #1 – See Ordinance #1452  
12 – 2. IDOT and TWM Safe Routes to School Construction Engineering Agreement – See Ordinance #1453
13. Bids – None.
14. Resolutions –
15. Ordinances –  
15 – 1. Ordinance #1451: An Ordinance Approving and Authorizing the Village to Enter Into and the Mayor to Execute a Collective Bargaining Agreement between the Village of Freeburg and the International Union of Operating Engineers, AFL-CIO, Local 148) – **Exhibit C**  
15 – 2. Ordinance #1452: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute An Agreement between the Village of Freeburg and IDOT Relative to SRTS Amend #1 – **Exh. D**  
15 – 3. Ordinance #1453: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute An Agreement between the Village of Freeburg and TWM/IDOT Relative to SRTS – **Exhibit E**
16. Old Business
17. New Business
18. Appointments - None.
19. Committee Meeting Minutes/Recommendations  
19 - 1. Legal/Ordinance Committee Meeting – Wednesday, February 6, 2013 – 4:45 p.m. – **Exhibit F**  
19 - 2. Electric Committee Meeting - Wednesday, February 13, 2013 - 5:30 p.m. – **Exhibit G**  
19-2a. Recommend approval of Solomon transformer purchase  
19-2b. Recommend approval to surplus 1000kva transformer  
19 - 3. Police/Personnel Committee Meeting – Tuesday, February 19, 2013 – 6:30 p.m. – Unavailable  
19 – 3a. Recommend approval of Collective Bargaining Agreement – see Ordinance #1451
20. Upcoming Meetings  
20 – 1. Water/Sewer Committee Meeting – Wednesday, February 20, 2013 – 5:30 p.m.  
20 – 2. Streets Committee Meeting – Wednesday, February 20, 2013 – 6:30 p.m.  
20 – 3. Committee as a Whole Meeting – Monday, February 25, 2013 – 5:30 p.m.  
20 – 4. Finance Committee Meeting – Wednesday, February 27, 2013 – 5:30 p.m.  
20 – 5. Board Meeting – Monday, March 4, 2013 – 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  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Rita Baker  
Seth Speiser  
Charlie Mattern  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies

# VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY  
Weilmuenster Law Group, P.C

## FREEBURG REGULAR BOARD MEETING Monday February 4, 2013 at 7:30 P.M. Board Meeting Minutes

**CALL TO ORDER:** Mayor Ray Danford called the Regular Board Meeting to order at 7:30 p.m., on Monday, February 4, 2013 in the Freeburg Municipal Board Room.

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

**ROLL CALL:** Trustee Seth Speiser - here; Trustee Raymond Matchett, Jr. – here; Trustee Mike Blaies – here; Trustee Charlie Mattern - here; Trustee Steve Smith - here; Trustee Rita Baker - here; Mayor Ray Danford - here; (6 present, 0 absent ). Mayor Ray Danford announced there is a quorum.

### MINUTES OF PREVIOUS MEETING:

#### Exhibit A:

Mayor Danford said we have minutes for approval from Monday, January 22, 2013.

*Trustee Rita Baker motioned to approve the minutes with corrections of Monday, January 22, 2013 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

### FINANCE:

- Signs for Freeburg: Trustee Smith said we invited Mark White from Philip's Company to come and talk to us about signs, the Welcome to Freeburg sign for the north end of town and a smaller version for the Industrial Park. Trustee Smith said that Dennis will check with Pat Netemeyer from IDOT on the breakaway standards. Steve said Mark is going to get back with us with some more options.
- Lot at Industrial Park: Trustee Smith informed the board that Mr. Trent is no longer interested in buying the lot at the Industrial Park.
- 3 – 5 Year Plan: Trustee Smith said we need to schedule a Committee As A Whole meeting this way we can coordinate updating the 3 – 5 year plan with preparation of the budget. Dennis said he has the 3-5 year done.

Village of Freeburg Board Meeting Minutes  
Monday, February 4, 2013  
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The Board members agreed to schedule the Committee As A Whole meeting on Monday, February 25, 2013 at 5:30 p.m.

**TREASURER'S REPORT:** Treasurer Bryan Vogel said he has presented three months of monthly Treasurer's Reports, July, August and September of 2012 to be reviewed and hopefully have approval at the next board meeting.

**ATTORNEY'S REPORT:** None.

**ESDA Report:** None

**PUBLIC PARTICIPATION:** None.

**REGULAR BOARD MEETING  
EXECUTIVE SESSION  
7:46 P.M.**

*Trustee Rita Baker motioned to go into Executive Session to discuss Collective negotiating matters between the public body and its employees or their representatives {5 ILCS 120/2 -(c) (2)} and Trustee Steve Smith seconded the motion. **ROLL:** Trustee Rita Baker – aye; Trustee Steve Smith – aye; Trustee Charlie Mattern – aye; Trustee Mike Blaies – aye; Trustee Raymond Matchett, Jr. – aye; Trustee Seth Speiser – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.*

**EXECUTIVE SESSION ENDED  
8:08 P.M.**

*Trustee Rita Baker motioned to reconvene the Regular Board Meeting at 8:10 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

Mayor Danford stated there will be no board action on any of the Executive Session discussion tonight, except to the communication to the union representative's negotiation team.

**REPORTS AND CORRESPONDENCE:** None

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

**CONTRACTS, RELEASE, AGREEMENTS, ANNEXATIONS:** None.

**BIDS:** None.

**RESOLUTIONS:** None.

**OLD BUSINESS:** Mayor Danford called for Old Business. Trustee Smith said he has a couple of questions.

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Monday, February 4, 2013

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1. Trustee Steve said on the Main Street for the Safe Routes to School project are we going to vote on the low bid or how are we going to be proceeding with this. Dennis said he just submitted a letter; the low bid came in considerably less than we thought which leaves grant money left over. Dennis said he contacted IDOT to see if we could use the money left over for construction engineering, because we are using MFT fund for engineering. Dennis said he thinks we can, but it will delay things until we can get a scope change approved. Dennis said he submitted a letter requesting that. When we met with the contractor and talked about his schedule we can't force him to wait on an IDOT contract. If he wants to get started we may have drop that request and go ahead and use MFT money, but he would like to try and use the grant money for engineering if we can. The issue was discussed a little more.

2. Trustee Smith said in Sunday paper they had article on video gambling and both establishments the Nut and Skootrs has applied for licenses at the same location. Steve asked is the Nut going to withdraw their license or how is this will work. Mayor Danford said this will be up to the state how they will handle this.

**NEW BUSINESS:** None

**APPOINTMENTS:** None.

### **COMMITTEE MEETING REPORTS:**

#### **Exhibit C:**

**Personnel/Police Committee Meeting:** Trustee Baker called the Personnel/ Police Committee meeting to order on Tuesday, January 22, 2013, at 6:30 p.m.

#### **POLICE**

#### **OLD BUSINESS:**

1. Full-time officer hire: Trustee Baker said we discussed the hiring of full-time officers. Chief Woodruff will proceed with the psychological testing and polygraph. Chief Woodruff will bring the results back to the committee as soon as he has them.

#### **NEW BUSINESS:**

1. Laura McGarry request: Trustee Baker said the committee wanted to bring before the full board a request from Laura McGarry requesting comp time reimbursement of 40 hours.

*Trustee Rita Baker motioned to pay Laura McGarry 40 hours of compensatory time in this year's budget and Trustee Steve Smith seconded the motion. ROLL:* Trustee Rita Baker – aye; Trustee Steve Smith – aye; Trustee Mike Blaies – aye; Trustee Raymond Matchett, Jr. – nay; Trustee Seth Speiser – nay; Trustee Charlie Mattern – aye; (4 ayes, 2 nays, 0 absent). Four voting aye, the motion carried



**PERSONNEL:**

**OLD BUSINESS:**

1. Job descriptions: Trustee Baker stated that Trustee Smith would like that the outstanding job descriptions be finished and taken to the full board by the middle of March.

**NEW BUSINESS:** None

**UPCOMING MEETINGS**

Legal/Ordinance Committee Meeting - Wednesday, February 6, 2013 - 4:45 p.m.

Electric Committee Meeting - Wednesday, February 13, 2013 - 5:30 p.m.

CLOSED IN OBSERVANCE OF PRESIDENT'S DAY – Monday, February 18, 2013

Personnel/Police Committee Meeting – Tuesday, February 19, 2013 – 6:30 p.m.

Board Meeting - Tuesday, February 19, 2013 – 7:30 p.m.

**VILLAGE BOARD AND STAFF COMMENTS:**

Trustee Charlie Mattern: No thank you.

Trustee Steve Smith: No thank you.

Trustee Rita Baker: Trustee Baker said when she made the motion last week and voted for the waving of the tap-in fee for people who were forced on to the sewer line. She did not consider herself being forced on because of evidently she did not understand what force on meant. Trustee Baker said if she would have had the right train of thought she would not have made the motion nor would she have voted for it. Trustee Baker stated she is sorry that she did.

Village Clerk Jerry Menard: No thank you.

Trustee Mike Blaies: No thank you.

Trustee Raymond Matchett, Jr.: No thank you.

Trustee Seth Speiser: No thank you.

Staff Comments: None

**ADJOURN:** *Trustee Rita Baker motioned to adjourn the meeting at 8:20 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Jerry Lynn Menard  
Village Clerk



VILLAGE OF FREEBURG  
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS  
07/31/12

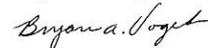
Taxes & Miscellaneous Receipts

Sales Tax - 04/12	\$32,434.87
IMRF	51,074.25
Income Tax	37,679.09
Local Use Tax	5,225.33
Motor Fuel Tax	7,931.48
Replacement Tax	1,008.74
Road & Bridge Tax	32,636.76
Telecommunications Tax	11,469.17
Licenses & Fees	3,549.36
Garbage Fund & Penalties	16,737.26
Water Sales & Penalties	88,611.99
Sewer Charges & Penalties	47,843.24
Electric Sales & Penalties	464,959.64
Tap-on Fees, Connection Charges & Supplies	7,414.86
Audit Tax	2,461.07
Electric Franchise Fee	37,820.54
ESDA Tax	671.16
Police Protection Tax	11,569.97
St. Clair County Property Taxes	44,490.10
St. Clair County Traffic Fines	1,078.56
T.I.F./Freeburg Center	80,203.67
Tower/Pole Lease	661.25
Swimming Pool Income	14,682.95
Swimming Pool Grant and Other Income	35,231.52
Discounts	22.16
 Total	 \$1,037,468.99

Interest

Regions - Cash Management Account	380.39
Interest Earned on Water, Sewer & Electric Funds	10,682.65
MFT Interest Income	887.67
Swimming Pool Interest Income	84.34
Bond Interest Income	8.80
 Total	 <u>12,043.85</u>
 TOTAL RECEIPTS	 <u>\$1,049,512.84</u>

Bryan A. Vogel



Village Treasurer

VILLAGE OF FREEBURG  
2012-2013 FISCAL YEAR RECEIPTS  
07/31/2012

<u>Month</u>	<u>Income Tax</u>	<u>Telecom. Tax</u>	<u>Interest</u>	<u>Sales Tax for Month of</u>
April	\$22,552.75	\$11,906.82	\$12,639.08	\$29,824.59 January
May	67,922.48	10,743.54	3,473.48	30,817.93 February
June	24,267.17	15,207.55	6,012.99	32,611.09 March
July	37,679.09	11,469.17	12,043.85	32,434.87 April
August				May
September				June
October				July
November				August
December				September
January				October
February				November
March				December
TOTALS	<u>\$152,421.49</u>	<u>\$49,327.08</u>	<u>\$34,169.40</u>	<u>\$125,688.48</u>

<u>Month</u>	<u>MFT</u>	<u>Property Tax</u>	<u>Repl. PP Tax</u>	<u>Franchises</u>
April	\$8,729.72	\$0.00	\$1,168.29	\$15,459.57
May	8,452.81	0.00	780.56	39,205.08
June	9,415.81	0.00	0.00	661.25
July	7,931.48	44,490.10	1,008.74	38,481.79
August				
September				
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$34,529.82</u>	<u>\$44,490.10</u>	<u>\$2,957.59</u>	<u>\$93,807.69</u>

<u>Month</u>	<u>Utilities</u>	<u>Use Tax</u>	<u>Fines</u>	<u>Other</u>
April	410,126.02	5,053.87	966.69	6,328.38
May	450,238.29	4,582.96	580.41	14,427.24
June	429,429.56	5,665.95	1,298.96	12,069.18
July	618,152.13	5,225.33	1,078.56	239,517.73
August				
September				
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$1,907,946.00</u>	<u>\$20,528.11</u>	<u>\$3,924.62</u>	<u>\$272,342.53</u>

VILLAGE OF FREEBURG  
 CASH-IN-BANKS, CHECKING  
 07/31/2012

	<u>Regions</u>	<u>CSB</u>	<u>Citizens</u>	<u>IPTIP</u>	<u>Total</u>
General/Salary	\$461,846.42		\$277,646.66	\$48,467.00	\$787,960.08
Audit	(7,285.41)		2,513.65		(4,771.76)
ESDA	(10,175.87)		(2,010.84)		(12,186.71)
Garbage Disposal Fund	(64,241.77)	27,173.59	35,088.44		(1,979.74)
Motor Fuel Tax	0.00		24,697.59	84,356.55	109,054.14
Water Operations	(212,185.82)	12,127.20	223,883.95		23,825.33
Water Meter Deposits	0.00				0.00
Water Bond Issues			\$0.00		0.00
Sewer Operations	240,910.12	1,873.29	(34,148.85)		208,634.56
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improveme	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(82,044.61)	(13,013.30)	56,710.96		(38,346.95)
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(243,498.08)		(404,284.77)
Totals	<u>\$166,036.37</u>	<u>\$28,160.78</u>	<u>\$340,883.48</u>	<u>\$132,823.55</u>	<u>\$667,904.18</u>

VILLAGE OF FREEBURG  
 CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS  
 07/31/2012

	<u>Midland</u>	<u>Citizens</u>	<u>Total</u>
General	\$18,181.07	\$40,607.61	\$58,788.68
Motor Fuel Tax	\$0.00	\$124,000.00	\$124,000.00
Water Operations	\$0.00	\$578,431.47	\$618,431.47
Sewer Operations	\$0.00	\$0.00	\$0.00
Sewer Meter Deposits	\$0.00	\$0.00	\$0.00
Sewer Capital Improvements	\$0.00	\$395,114.37	\$395,114.37
Sewer IEPA Loan	\$0.00	\$0.00	\$0.00
Electric Operations	\$0.00	\$2,052,836.93	\$2,052,836.93
Electric Bond Fund	\$0.00	\$8,641.16	\$8,641.16
Swimming Pool	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS	<u>\$18,181.07</u>	<u>\$3,199,631.54</u>	<u>\$3,217,812.61</u>

VILLAGE OF FREEBURG  
CASH IN BANK & INVESTMENTS  
07/31/2012

<u>FUND</u>	<u>REGIONS CHECKING</u>	<u>CSB CHECKING</u>	<u>CITIZENS CHECKING</u>	<u>MONEY MARKET &amp; CD'S</u>	<u>IPTIP</u>	<u>PETTY CASH</u>	<u>INVEST. &amp; CASH TOTALS</u>
General	\$461,846.42		\$277,646.66	\$58,788.68	\$48,467.00	\$150.00	\$846,898.76
Audit	(7,285.41)		2,513.65				(4,771.76)
ESDA	(10,175.87)		(2,010.84)				(12,186.71)
Garbage Disposal Fund	(64,241.77)	27,173.59	35,088.44				(1,979.74)
Motor Fuel Tax	0.00		24,697.59	124,000.00	84,356.55		233,054.14
<hr/>							
<u>Water</u>							
Operations	(214,521.13)	11,108.02	173,932.87	196,929.36		0.00	167,449.12
Depr/Cash Reserve	2,335.31	1,019.18	49,951.08	52,563.01			105,868.58
Bank Transfer Exchange							0.00
Meter Deposits	0.00			328,939.10			328,939.10
Total Water	(212,185.82)	12,127.20	223,883.95	578,431.47	0.00	0.00	602,256.80
<u>Sewer</u>							
Operations	240,910.12	1,873.29	(34,148.85)	134,656.00		0.00	343,290.56
IEPA Loan	0.00			260,458.37			260,458.37
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	240,910.12	1,873.29	(34,148.85)	395,114.37	0.00	0.00	603,748.93
<u>Electric</u>							
Operations	(82,044.61)	(13,013.30)	56,710.96	2,052,836.93		0.00	2,014,489.98
Electric Bond Fund				8,641.16			8,641.16
Bank Transfer Exchange							0.00
Meter Deposits	0.00			0.00			0.00
Total Electric	(82,044.61)	(13,013.30)	56,710.96	2,061,478.09	0.00	0.00	2,023,131.14
Swimming Pool	(160,786.69)		(243,498.08)	0.00		115.00	(404,169.77)
<hr/>							
TOTAL FUNDS	<u>\$166,036.37</u>	<u>\$28,160.78</u>	<u>\$340,883.48</u>	<u>\$3,217,812.61</u>	<u>\$132,823.55</u>	<u>\$265.00</u>	<u>\$3,885,981.79</u>

**VILLAGE OF FREEBURG**  
**FUND ASSET TOTALS**  
**07/31/12**

<u>FUND</u>	<u>ACCOUNTS RECEIVABLES</u>	<u>DUE TO/ FROM</u>	<u>PREPAID ACCOUNTS</u>	<u>FIXED ASSET NET</u>	<u>FUND ASSET TOTALS</u>
General		\$33,212.65			\$880,111.41
Audit					(\$4,771.76)
ESDA					(\$12,186.71)
Garbage Disposal Fund	0.00				(\$1,979.74)
Motor Fuel Tax		1,974.94			\$235,029.08
<hr/>					
<u>Water</u>					
Operations	\$103,761.44	0.00	\$1,879.50	\$1,472,491.67	\$1,745,581.73
Bank Transfer Exchange		0.00			\$105,868.58
Meter Deposits					\$0.00
Total Water	103,761.44	0.00	1,879.50	1,472,491.67	\$328,939.10
<hr/>					
<u>Sewer</u>					
Operations	50,144.26	0.00	1,675.50	1,390,577.67	\$1,785,687.99
IEPA Loan					\$260,458.37
Capital Improvements					\$0.00
Meter Deposits					\$0.00
Bank Transfer Exchange		0.00			\$0.00
B&I Reserve 67 Series					\$0.00
Total Sewer	50,144.26	0.00	1,675.50	1,390,577.67	\$2,046,146.36
<hr/>					
<u>Electric</u>					
Operations	413,683.80	6,863.80	43,809.74	8,251,958.46	\$10,730,805.78
Electric Bond Fund					\$8,641.16
Bank Transfer Exchange		(742.41)			(\$742.41)
Meter Deposits		0.00			\$0.00
Total Electric	413,683.80	6,121.39	43,809.74	8,251,958.46	\$10,738,704.53
Swimming Pool		25.00	796.50	297,028.15	(\$106,320.12)
<hr/>					
<b>TOTAL FUNDS</b>	<b><u>\$567,589.50</u></b>	<b><u>\$41,333.98</u></b>	<b><u>\$48,161.24</u></b>	<b><u>\$11,412,055.95</u></b>	<b><u>\$15,955,122.46</u></b>

VILLAGE OF FREEBURG  
FUND ASSET BALANCES  
07/31/2012

	<u>Operational</u>	<u>Restricted</u>	<u>Total</u>
General	\$880,111.41		\$880,111.41
Audit	(4,771.76)		(4,771.76)
ESDA	(12,186.71)		(12,186.71)
Garbage Disposal Fund	(1,979.74)		(1,979.74)
Motor Fuel Tax	235,029.08		235,029.08
<u>Water Funds</u>			
Operational	1,745,581.73		1,745,581.73
Depr/Cash Reserve	105,868.58		105,868.58
Bank Transfer Exchange	0.00		0.00
Meter Deposits	<u>0.00</u>	<u>328,939.10</u>	<u>328,939.10</u>
Total Water Funds	<u>1,851,450.31</u>	<u>328,939.10</u>	<u>2,180,389.41</u>
<u>Sewer Funds</u>			
Operational	1,785,687.99		1,785,687.99
Capital Improvements		260,458.37	260,458.37
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Sewer Funds	<u>1,785,687.99</u>	<u>260,458.37</u>	<u>2,046,146.36</u>
<u>Electric Funds</u>			
Operational	10,730,805.78		10,730,805.78
Electric Bond Fund	8,641.16		8,641.16
Bank Transfer Exchange	(742.41)		(742.41)
Meter Deposits		<u>0.00</u>	<u>0.00</u>
Total Electric Funds	<u>10,738,704.53</u>	<u>0.00</u>	<u>10,738,704.53</u>
Swimming Pool	(106,320.12)	<u>0.00</u>	(106,320.12)
Total of All Accounts	<u>\$15,365,724.99</u>	<u>\$589,397.47</u>	15,955,122.46
		Total Prior Month	<u>15,844,327.89</u>
		Increase/(Decrease)	<u>\$110,794.57</u>
	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>
Current Month	\$10,738,704.53	\$2,180,389.41	\$2,046,146.36
Prior Month	10,715,912.21	2,147,924.34	2,027,422.20
Balance 4/01/2012	10,875,371.69	2,252,862.15	1,983,493.48
Monthly Change	22,792.32	32,465.07	18,724.16
Year to Date Change	(136,667.16)	(72,472.74)	62,652.88
	<u>GENERAL</u>	<u>SWIMMING POOL</u>	<u>MOTOR FUEL TAX</u>
Current Month	880,111.41	(106,320.12)	235,029.08
Prior Month	617,846.85	126,584.83	231,617.35
Balance 4/01/2012	625,553.70	321,311.58	216,166.14
Monthly Change	262,264.56	(232,904.95)	3,411.73
Year to Date Change	254,557.71	(427,631.70)	18,862.94
	<u>AUDIT &amp; ESDA</u>	<u>GARBAGE DISP.</u>	<u>TOTAL</u>
Current Month	(16,958.47)	(1,979.74)	15,955,122.46
Prior Month	(19,983.04)	(2,996.85)	15,844,327.89
Balance 4/01/2012	(19,312.23)	12,506.26	16,267,952.77
Monthly Change	3,024.57	1,017.11	110,794.57
Year to Date Change	\$2,353.76	(\$14,486.00)	(\$312,830.31)



VILLAGE OF FREEBURG  
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS  
08/31/12

Taxes & Miscellaneous Receipts

Sales Tax - 05/12	\$41,492.11
IMRF	23,668.02
Income Tax	54,709.02
Local Use Tax	5,463.70
Motor Fuel Tax	9,268.60
Replacement Tax	121.89
Road & Bridge Tax	15,531.45
Telecommunications Tax	12,212.76
Licenses & Fees	20,338.25
Garbage Fund & Penalties	15,965.52
Water Sales & Penalties	96,483.06
Sewer Charges & Penalties	47,285.52
Sewer Deco Grant	18,730.00
Electric Sales & Penalties	577,076.26
Tap-on Fees, Connection Charges & Supplies	14,433.04
Audit Tax	1,140.46
Electric Franchise Fee	28,705.23
ESDA Tax	311.02
Police Protection Tax	5,361.55
St. Clair County Property Taxes	20,616.97
St. Clair County Traffic Fines	1,056.76
T.I.F./Freeburg Center	22,585.75
Tower/Pole Lease	661.25
Swimming Pool Income	4,953.30
Swimming Pool Other Income	9,375.36
Discounts	2.95
Total	\$1,047,549.80

Interest

Regions - Cash Management Account	191.70
Interest Earned on Water, Sewer & Electric Funds	3,005.16
MFT Interest Income	198.50
Swimming Pool Interest Income	0.52
Bond Interest Income	9.98
Total	<u>3,405.86</u>
TOTAL RECEIPTS	<u>\$1,050,955.66</u>

Bryan A. Vogel



Village Treasurer

VILLAGE OF FREEBURG  
2012-2013 FISCAL YEAR RECEIPTS  
08/31/2012

<u>Month</u>	<u>Income Tax</u>	<u>Telecom. Tax</u>	<u>Interest</u>	<u>Sales Tax for Month of</u>
April	\$22,552.75	\$11,906.82	\$12,639.08	\$29,824.59 January
May	67,922.48	10,743.54	3,473.48	30,817.93 February
June	24,267.17	15,207.55	6,012.99	32,611.09 March
July	37,679.09	11,469.17	12,043.85	32,434.87 April
August	54,709.02	12,212.76	3,405.86	41,492.11 May
September				June
October				July
November				August
December				September
January				October
February				November
March				December
TOTALS	<u>\$207,130.51</u>	<u>\$61,539.84</u>	<u>\$37,575.26</u>	<u>\$167,180.59</u>

<u>Month</u>	<u>MFT</u>	<u>Property Tax</u>	<u>Repl. PP Tax</u>	<u>Franchises</u>
April	\$8,729.72	\$0.00	\$1,168.29	\$15,459.57
May	8,452.81	0.00	780.56	39,205.08
June	9,415.81	0.00	0.00	661.25
July	7,931.48	44,490.10	1,008.74	38,481.79
August	9,268.60	20,616.97	121.89	29,366.48
September				
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$43,798.42</u>	<u>\$65,107.07</u>	<u>\$3,079.48</u>	<u>\$123,174.17</u>

<u>Month</u>	<u>Utilities</u>	<u>Use Tax</u>	<u>Fines</u>	<u>Other</u>
April	410,126.02	5,053.87	966.69	6,328.38
May	450,238.29	4,582.96	580.41	14,427.24
June	429,429.56	5,665.95	1,298.96	12,069.18
July	618,152.13	5,225.33	1,078.56	239,517.73
August	736,810.36	5,463.70	1,056.76	136,431.15
September				
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$2,644,756.36</u>	<u>\$25,991.81</u>	<u>\$4,981.38</u>	<u>\$408,773.68</u>

VILLAGE OF FREEBURG  
CASH-IN-BANKS, CHECKING  
08/31/2012

	<u>Regions</u>	<u>CSB</u>	<u>Citizens</u>	<u>IPTIP</u>	<u>Total</u>
General/Salary	\$389,044.40		\$362,845.20	\$12,544.81	\$764,434.41
Audit	(7,285.41)		3,654.11		(3,631.30)
ESDA	(10,175.87)		(1,861.31)		(12,037.18)
Garbage Disposal Fund	(63,275.62)	27,332.79	35,184.52		(758.31)
Motor Fuel Tax	0.00		21,592.15	28,630.66	50,222.81
Water Operations	(206,513.10)	13,184.97	190,189.10		(3,139.03)
Water Meter Deposits	0.00				0.00
Water Bond Issues			\$0.00		0.00
Sewer Operations	243,689.92	2,392.21	(28,839.40)		217,242.73
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improve	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(55,764.03)	(7,352.12)	71,171.72		8,055.57
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(280,685.12)		(441,471.81)
Totals	<u>\$128,933.60</u>	<u>\$35,557.85</u>	<u>\$373,250.97</u>	<u>\$41,175.47</u>	<u>\$578,917.89</u>

VILLAGE OF FREEBURG  
CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS  
08/31/2012

	<u>Midland</u>	<u>Citizens</u>	<u>Total</u>
General	\$18,181.07	\$40,607.61	\$58,788.68
Motor Fuel Tax	\$0.00	\$124,000.00	\$124,000.00
Water Operations	\$0.00	\$608,063.57	\$648,063.57
Sewer Operations	\$0.00	\$0.00	\$0.00
Sewer Meter Deposits	\$0.00	\$0.00	\$0.00
Sewer Capital Improvements	\$0.00	\$407,757.03	\$407,757.03
Sewer IEPA Loan	\$0.00	\$0.00	\$0.00
Electric Operations	\$0.00	\$2,147,656.95	\$2,147,656.95
Electric Bond Fund	\$0.00	\$8,651.14	\$8,651.14
Swimming Pool	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS	<u>\$18,181.07</u>	<u>\$3,336,736.30</u>	<u>\$3,354,917.37</u>

VILLAGE OF FREEBURG  
CASH IN BANK & INVESTMENTS  
08/31/2012

<u>FUND</u>	<u>REGIONS CHECKING</u>	<u>CSB CHECKING</u>	<u>CITIZENS CHECKING</u>	<u>MONEY MARKET &amp; CD'S</u>	<u>IPTIP</u>	<u>PETTY CASH</u>	<u>INVEST. &amp; CASH TOTALS</u>
General	\$389,044.40		\$362,845.20	\$58,788.68	\$12,544.81	\$350.00	\$823,573.09
Audit	(7,285.41)		3,654.11				(3,631.30)
ESDA	(10,175.87)		(1,861.31)				(12,037.18)
Garbage Disposal Fund	(63,275.62)	27,332.79	35,184.52				(758.31)
Motor Fuel Tax	0.00		21,592.15	124,000.00	28,630.66		174,222.81
<hr/>							
<u>Water</u>							
Operations	(209,763.76)	11,993.33	136,236.42	196,929.36		0.00	135,395.35
Depr/Cash Reserve	3,250.66	1,191.64	53,952.68	63,231.11			121,626.09
Bank Transfer Exchange							0.00
Meter Deposits	0.00			347,903.10			347,903.10
Total Water	(206,513.10)	13,184.97	190,189.10	608,063.57	0.00	0.00	604,924.54
<u>Sewer</u>							
Operations	243,689.92	2,392.21	(28,839.40)	134,656.00		0.00	351,898.73
IEPA Loan	0.00			273,101.03			273,101.03
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	243,689.92	2,392.21	(28,839.40)	407,757.03	0.00	0.00	624,999.76
<u>Electric</u>							
Operations	(55,764.03)	(7,352.12)	71,171.72	2,147,656.95		0.00	2,155,712.52
Electric Bond Fund				8,651.14			8,651.14
Bank Transfer Exchange							
Meter Deposits	0.00			0.00			0.00
Total Electric	(55,764.03)	(7,352.12)	71,171.72	2,156,308.09	0.00	0.00	2,164,363.66
Swimming Pool	(160,786.69)		(280,685.12)	0.00		115.00	(441,356.81)
<b>TOTAL FUNDS</b>	<b><u>\$128,933.60</u></b>	<b><u>\$35,557.85</u></b>	<b><u>\$373,250.97</u></b>	<b><u>\$3,354,917.37</u></b>	<b><u>\$41,175.47</u></b>	<b><u>\$465.00</u></b>	<b><u>\$3,934,300.26</u></b>

**VILLAGE OF FREEBURG  
FUND ASSET TOTALS  
08/31/12**

<u>FUND</u>	<u>ACCOUNTS RECEIVABLES</u>	<u>DUE TO/ FROM</u>	<u>PREPAID ACCOUNTS</u>	<u>FIXED ASSET NET</u>	<u>FUND ASSET TOTALS</u>
General		\$34,129.05			\$857,702.14
Audit					(\$3,631.30)
ESDA					(\$12,037.18)
Garbage Disposal Fund	0.00				(\$758.31)
Motor Fuel Tax		3,669.99			\$177,892.80
<hr/>					
<u>Water</u>					
Operations	\$103,761.44	0.00	\$1,879.50	\$1,472,491.67	\$1,713,527.96
Bank Transfer Exchange		0.00			\$121,626.09
Meter Deposits					\$0.00
Total Water	103,761.44	0.00	1,879.50	1,472,491.67	\$2,183,057.15
<u>Sewer</u>					
Operations	50,144.26	0.00	1,675.50	1,390,577.67	\$1,794,296.16
IEPA Loan					\$273,101.03
Capital Improvements					\$0.00
Meter Deposits					\$0.00
Bank Transfer Exchange		0.00			\$0.00
B&I Reserve 67 Series					\$2,067,397.19
Total Sewer	50,144.26	0.00	1,675.50	1,390,577.67	
<u>Electric</u>					
Operations	413,683.80	6,863.80	43,809.74	8,251,958.46	\$10,872,028.32
Electric Bond Fund					\$8,651.14
Bank Transfer Exchange		(742.41)			(\$742.41)
Meter Deposits					\$0.00
Total Electric	413,683.80	6,121.39	43,809.74	8,251,958.46	\$10,879,937.05
Swimming Pool		25.00	796.50	297,028.15	(\$143,507.16)
<hr/>					
<b>TOTAL FUNDS</b>	<u>\$567,589.50</u>	<u>\$43,945.43</u>	<u>\$48,161.24</u>	<u>\$11,412,055.95</u>	<u>\$16,006,052.38</u>

VILLAGE OF FREEBURG  
FUND ASSET BALANCES  
08/31/2012

	<u>Operational</u>	<u>Restricted</u>	<u>Total</u>
General	\$857,702.14		\$857,702.14
Audit	(3,631.30)		(3,631.30)
ESDA	(12,037.18)		(12,037.18)
Garbage Disposal Fund	(758.31)		(758.31)
Motor Fuel Tax	177,892.80		177,892.80
<u>Water Funds</u>			
Operational	1,713,527.96		1,713,527.96
Depr/Cash Reserve	121,626.09		121,626.09
Bank Transfer Exchange	0.00		0.00
Meter Deposits	<u>0.00</u>	<u>347,903.10</u>	<u>347,903.10</u>
Total Water Funds	<u>1,835,154.05</u>	<u>347,903.10</u>	<u>2,183,057.15</u>
<u>Sewer Funds</u>			
Operational	1,794,296.16		1,794,296.16
Capital Improvements		273,101.03	273,101.03
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Sewer Funds	<u>1,794,296.16</u>	<u>273,101.03</u>	<u>2,067,397.19</u>
<u>Electric Funds</u>			
Operational	10,872,028.32		10,872,028.32
Electric Bond Fund	8,651.14		8,651.14
Bank Transfer Exchange	(742.41)		(742.41)
Meter Deposits		<u>0.00</u>	<u>0.00</u>
Total Electric Funds	<u>10,879,937.05</u>	<u>0.00</u>	<u>10,879,937.05</u>
Swimming Pool	(143,507.16)	<u>0.00</u>	(143,507.16)
Total of All Accounts	<u>\$15,385,048.25</u>	<u>\$621,004.13</u>	16,006,052.38
		Total Prior Month	<u>15,955,122.46</u>
		Increase/(Decrease)	<u>\$50,929.92</u>
	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>
Current Month	\$10,879,937.05	\$2,183,057.15	\$2,067,397.19
Prior Month	10,738,704.53	2,180,389.41	2,046,146.36
Balance 4/01/2012	10,875,371.69	2,252,862.15	1,983,493.48
Monthly Change	141,232.52	2,667.74	21,250.83
Year to Date Change	4,565.36	(69,805.00)	83,903.71
	<u>GENERAL</u>	<u>SWIMMING POOL</u>	<u>MOTOR FUEL TAX</u>
Current Month	857,702.14	(143,507.16)	177,892.80
Prior Month	880,111.41	(106,320.12)	235,029.08
Balance 4/01/2012	625,553.70	321,311.58	216,166.14
Monthly Change	(22,409.27)	(37,187.04)	(57,136.28)
Year to Date Change	232,148.44	(464,818.74)	(38,273.34)
	<u>AUDIT &amp; ESDA</u>	<u>GARBAGE DISP.</u>	<u>TOTAL</u>
Current Month	(15,668.48)	(758.31)	16,006,052.38
Prior Month	(16,958.47)	(1,979.74)	15,955,122.46
Balance 4/01/2012	(19,312.23)	12,506.26	16,267,952.77
Monthly Change	1,289.99	1,221.43	50,929.92
Year to Date Change	\$3,643.75	(\$13,264.57)	(\$261,900.39)



VILLAGE OF FREEBURG  
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS  
09/30/12

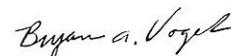
Taxes & Miscellaneous Receipts

Sales Tax - 06/12	\$32,186.77
IMRF	40,542.30
Income Tax	28,763.54
Local Use Tax	6,108.87
Motor Fuel Tax	9,290.04
Road & Bridge Tax	25,044.18
Telecommunications Tax	11,822.26
Licenses & Fees	2,514.72
Garbage Fund & Penalties	14,619.68
Water Sales & Penalties	88,346.69
Sewer Charges & Penalties	44,219.58
Electric Deco Grant	25,000.00
Electric Sales & Penalties	516,738.93
Tap-on Fees, Connection Charges & Supplies	2,346.17
Audit Tax	1,953.57
Electric Franchise Fee	25,761.52
ESDA Tax	532.77
Police Protection Tax	9,184.14
St. Clair County Property Taxes	35,315.96
St. Clair County Traffic Fines	1,684.77
T.I.F./Freeburg Center	66,096.68
Tower/Pole Lease	661.25
Swimming Pool Other Income	16,059.61
Discounts	0.54
Total	\$1,004,794.54

Interest

Regions - Cash Management Account	149.07
Interest Earned on Water, Sewer & Electric Funds	5,524.40
MFT Interest Income	191.55
Swimming Pool Interest Income	0.40
Bond Interest Income	30.46
Total	<u>5,895.88</u>
TOTAL RECEIPTS	<u>\$1,010,690.42</u>

Bryan A. Vogel



Village Treasurer

VILLAGE OF FREEBURG  
2012-2013 FISCAL YEAR RECEIPTS  
09/30/2012

<u>Month</u>	<u>Income Tax</u>	<u>Telecom. Tax</u>	<u>Interest</u>	<u>Sales Tax for Month of</u>
April	\$22,552.75	\$11,906.82	\$12,639.08	\$29,824.59 January
May	67,922.48	10,743.54	3,473.48	30,817.93 February
June	24,267.17	15,207.55	6,012.99	32,611.09 March
July	37,679.09	11,469.17	12,043.85	32,434.87 April
August	54,709.02	12,212.76	3,405.86	41,492.11 May
September	28,763.54	11,822.26	5,895.88	32,186.77 June
October				July
November				August
December				September
January				October
February				November
March				December
TOTALS	<u>\$235,894.05</u>	<u>\$73,362.10</u>	<u>\$43,471.14</u>	<u>\$199,367.36</u>

<u>Month</u>	<u>MFT</u>	<u>Property Tax</u>	<u>Repl. PP Tax</u>	<u>Franchises</u>
April	\$8,729.72	\$0.00	\$1,168.29	\$15,459.57
May	8,452.81	0.00	780.56	39,205.08
June	9,415.81	0.00	0.00	661.25
July	7,931.48	44,490.10	1,008.74	38,481.79
August	9,268.60	20,616.97	121.89	29,366.48
September	9,290.04	35,315.96	0.00	26,422.77
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$53,088.46</u>	<u>\$100,423.03</u>	<u>\$3,079.48</u>	<u>\$149,596.94</u>

<u>Month</u>	<u>Utilities</u>	<u>Use Tax</u>	<u>Fines</u>	<u>Other</u>
April	410,126.02	5,053.87	966.69	6,328.38
May	450,238.29	4,582.96	580.41	14,427.24
June	429,429.56	5,665.95	1,298.96	12,069.18
July	618,152.13	5,225.33	1,078.56	239,517.73
August	736,810.36	5,463.70	1,056.76	136,431.15
September	663,924.88	6,108.87	1,684.77	189,274.68
October				
November				
December				
January				
February				
March				
TOTALS	<u>\$3,308,681.24</u>	<u>\$32,100.68</u>	<u>\$6,666.15</u>	<u>\$598,048.36</u>

VILLAGE OF FREEBURG  
CASH-IN-BANKS, CHECKING  
09/30/2012

	<u>Regions</u>	<u>CSB</u>	<u>Citizens</u>	<u>IPTIP</u>	<u>Total</u>
General/Salary	\$455,141.08		\$397,510.34	\$31,720.26	\$884,371.68
Audit	(7,285.41)		5,607.68		(1,677.73)
ESDA	(10,175.87)		(1,485.89)		(11,661.76)
Garbage Disposal Fund	(62,577.12)	27,491.99	33,120.47		(1,964.66)
Motor Fuel Tax	0.00		20,348.34	37,924.44	58,272.78
Water Operations	(202,010.28)	14,309.15	215,450.73		27,749.60
Water Meter Deposits	0.00				0.00
Water Bond Issues			\$0.00		0.00
Sewer Operations	246,021.38	2,921.52	(42,387.73)		206,555.17
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improveme	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(31,007.00)	(715.50)	115,969.23		84,246.73
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(264,792.37)		(425,579.06)
Totals	<u>\$227,320.09</u>	<u>\$44,007.16</u>	<u>\$479,340.80</u>	<u>\$69,644.70</u>	<u>\$820,312.75</u>

VILLAGE OF FREEBURG  
CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS  
09/30/2012

	<u>Midland</u>	<u>Citizens</u>	<u>Total</u>
General	\$18,181.07	\$40,607.61	\$58,788.68
Motor Fuel Tax	\$0.00	\$124,000.00	\$124,000.00
Water Operations	\$0.00	\$613,476.00	\$653,476.00
Sewer Operations	\$0.00	\$0.00	\$0.00
Sewer Meter Deposits	\$0.00	\$0.00	\$0.00
Sewer Capital Improvements	\$0.00	\$408,446.71	\$408,446.71
Sewer IEPA Loan	\$0.00	\$0.00	\$0.00
Electric Operations	\$0.00	\$2,152,829.57	\$2,152,829.57
Electric Bond Fund	\$0.00	\$12,156.20	\$12,156.20
Swimming Pool	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS	<u>\$18,181.07</u>	<u>\$3,351,516.09</u>	<u>\$3,369,697.16</u>

VILLAGE OF FREEBURG  
CASH IN BANK & INVESTMENTS  
09/30/2012

FUND	REGIONS CHECKING	CSB CHECKING	CITIZENS CHECKING	MONEY MARKET & CD'S	IPTIP	PETTY CASH	INVEST. & CASH TOTALS
General	\$455,141.08		\$397,510.34	\$58,788.68	\$31,720.26	\$350.00	\$943,510.36
Audit	(7,285.41)		5,607.68				(1,677.73)
ESDA	(10,175.87)		(1,485.89)				(11,661.76)
Garbage Disposal Fund	(62,577.12)	27,491.99	33,120.47				(1,964.66)
Motor Fuel Tax	0.00		20,348.34	124,000.00	37,924.44		182,272.78
<hr/>							
<u>Water</u>							
Operations	(205,971.07)	12,933.51	152,523.48	196,929.36		0.00	156,415.28
Depr/Cash Reserve	3,960.79	1,375.64	62,927.25	67,609.01			135,872.69
Bank Transfer Exchange							0.00
Meter Deposits	0.00			348,937.63			348,937.63
Total Water	(202,010.28)	14,309.15	215,450.73	613,476.00	0.00	0.00	641,225.60
<u>Sewer</u>							
Operations	246,021.38	2,921.52	(42,387.73)	134,656.00		0.00	341,211.17
IEPA Loan	0.00			273,790.71			273,790.71
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	246,021.38	2,921.52	(42,387.73)	408,446.71	0.00	0.00	615,001.88
<u>Electric</u>							
Operations	(31,007.00)	(715.50)	115,969.23	2,152,829.57		0.00	2,237,076.30
Electric Bond Fund				12,156.20			12,156.20
Bank Transfer Exchange							0.00
Meter Deposits	0.00			0.00			0.00
Total Electric	(31,007.00)	(715.50)	115,969.23	2,164,985.77	0.00	0.00	2,249,232.50
Swimming Pool	(160,786.69)		(264,792.37)	0.00		115.00	(425,464.06)
<b>TOTAL FUNDS</b>	<b>\$227,320.09</b>	<b>\$44,007.16</b>	<b>\$479,340.80</b>	<b>\$3,369,697.16</b>	<b>\$69,644.70</b>	<b>\$465.00</b>	<b>\$4,190,474.91</b>

**VILLAGE OF FREEBURG  
FUND ASSET TOTALS  
09/30/12**

<u>FUND</u>	<u>ACCOUNTS RECEIVABLES</u>	<u>DUE TO/ FROM</u>	<u>PREPAID ACCOUNTS</u>	<u>FIXED ASSET NET</u>	<u>FUND ASSET TOTALS</u>
General		\$76,252.42			\$1,019,762.78
Audit					(\$1,677.73)
ESDA					(\$11,661.76)
Garbage Disposal Fund	0.00				(\$1,964.66)
Motor Fuel Tax		3,669.99			\$185,942.77
<hr/>					
<u>Water</u>					
Operations	\$103,761.44	0.00	\$1,879.50	\$1,472,491.67	\$1,734,547.89
Bank Transfer Exchange		0.00			\$135,872.69
Meter Deposits					\$0.00
Total Water	103,761.44	0.00	1,879.50	1,472,491.67	\$2,219,358.21
<u>Sewer</u>					
Operations	50,144.26	0.00	1,675.50	1,390,577.67	\$1,783,608.60
IEPA Loan					\$273,790.71
Capital Improvements					\$0.00
Meter Deposits					\$0.00
Bank Transfer Exchange		0.00			\$0.00
B&I Reserve 67 Series					\$0.00
Total Sewer	50,144.26	0.00	1,675.50	1,390,577.67	\$2,057,399.31
<u>Electric</u>					
Operations	413,617.03	6,863.80	43,809.74	8,251,958.46	\$10,953,325.33
Electric Bond Fund					\$12,156.20
Bank Transfer Exchange		(742.41)			(\$742.41)
Meter Deposits		0.00			\$0.00
Total Electric	413,617.03	6,121.39	43,809.74	8,251,958.46	\$10,964,739.12
Swimming Pool		25.00	796.50	297,028.15	(\$127,614.41)
<hr/>					
<b>TOTAL FUNDS</b>	<u>\$567,522.73</u>	<u>\$86,068.80</u>	<u>\$48,161.24</u>	<u>\$11,412,055.95</u>	<u>\$16,304,283.63</u>

VILLAGE OF FREEBURG  
FUND ASSET BALANCES  
09/30/2012

	<u>Operational</u>	<u>Restricted</u>	<u>Total</u>
General	\$1,019,762.78		\$1,019,762.78
Audit	(1,677.73)		(1,677.73)
ESDA	(11,661.76)		(11,661.76)
Garbage Disposal Fund	(1,964.66)		(1,964.66)
Motor Fuel Tax	185,942.77		185,942.77
<u>Water Funds</u>			
Operational	1,734,547.89		1,734,547.89
Depr/Cash Reserve	135,872.69		135,872.69
Bank Transfer Exchange	0.00		0.00
Meter Deposits	<u>0.00</u>	<u>348,937.63</u>	<u>348,937.63</u>
Total Water Funds	<u>1,870,420.58</u>	<u>348,937.63</u>	<u>2,219,358.21</u>
<u>Sewer Funds</u>			
Operational	1,783,608.60		1,783,608.60
Capital Improvements		273,790.71	273,790.71
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Sewer Funds	<u>1,783,608.60</u>	<u>273,790.71</u>	<u>2,057,399.31</u>
<u>Electric Funds</u>			
Operational	10,953,325.33		10,953,325.33
Electric Bond Fund	12,156.20		12,156.20
Bank Transfer Exchange	(742.41)		(742.41)
Meter Deposits		<u>0.00</u>	<u>0.00</u>
Total Electric Funds	<u>10,964,739.12</u>	<u>0.00</u>	<u>10,964,739.12</u>
Swimming Pool	<u>(127,614.41)</u>	<u>0.00</u>	<u>(127,614.41)</u>
Total of All Accounts	<u>\$15,681,555.29</u>	<u>\$622,728.34</u>	16,304,283.63
		Total Prior Month	<u>16,006,052.38</u>
		Increase/(Decrease)	<u>\$298,231.25</u>
	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>
Current Month	\$10,964,739.12	\$2,219,358.21	\$2,057,399.31
Prior Month	10,879,937.05	2,183,057.15	2,067,397.19
Balance 4/01/2012	10,875,371.69	2,252,862.15	1,983,493.48
Monthly Change	84,802.07	36,301.06	(9,997.88)
Year to Date Change	89,367.43	(33,503.94)	73,905.83
	<u>GENERAL</u>	<u>SWIMMING POOL</u>	<u>MOTOR FUEL TAX</u>
Current Month	1,019,762.78	(127,614.41)	185,942.77
Prior Month	857,702.14	(143,507.16)	177,892.80
Balance 4/01/2012	625,553.70	321,311.58	216,166.14
Monthly Change	162,060.64	15,892.75	8,049.97
Year to Date Change	394,209.08	(448,925.99)	(30,223.37)
	<u>AUDIT &amp; ESDA</u>	<u>GARBAGE DISP.</u>	<u>TOTAL</u>
Current Month	(13,339.49)	(1,964.66)	16,304,283.63
Prior Month	(15,668.48)	(758.31)	16,006,052.38
Balance 4/01/2012	(19,312.23)	12,506.26	16,267,952.77
Monthly Change	2,328.99	(1,206.35)	298,231.25
Year to Date Change	\$5,972.74	(\$14,470.92)	\$36,330.86



**ORDINANCE NO. 1451****AN ORDINANCE OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF FREEBURG, ILLINOIS,  
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AND THE  
MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE VILLAGE OF FREEBURG, ILLINOIS AND THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO, LOCAL 148**

---

**WHEREAS**, the International Union of Operating Engineers, AFL-CIO, Local 148 (the "Union") is the authorized bargaining representative for certain employees of the Village of Freeburg Village Hall Staff;

**WHEREAS**, the duly authorized representatives of the Village of Freeburg in good faith have negotiated a collective bargaining agreement ("Agreement") with the Union which will be in effect through March 31, 2014;

**WHEREAS**, the Agreement has been ratified by the membership of the bargaining unit;

**WHEREAS**, the Village of Freeburg is authorized to enter into the Agreement under the Illinois Municipal Code (65 ILCS 5/8-1-7) and the Illinois Public Labor Relations Act (5 ILCS 315/21);

**WHEREAS**, the Board of Trustees has determined that it is in the best interest of the Village of Freeburg to execute the Agreement.

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

**SECTION 1.** The Agreement between the Village of Freeburg and the Union, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**SECTION 2.** The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and the Village Clerk is hereby authorized and directed to attest the same.



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

PASSED by the Board of Trustees and approved by the Mayor this 19th day of February, 2013.

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

NAYS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**VILLAGE OF FREEBURG, ILLINOIS**

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

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

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney



*COLLECTIVE BARGAINING AGREEMENT*

*BETWEEN*

*VILLAGE OF FREEBURG, ILLINOIS  
(VILLAGE HALL)*

*AND*

*INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO, LOCAL 148*

*February 25, 2013 through March 31, 2014*

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**PREAMBLE**

This agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the “Employer”) and The International Union of Operating Engineers, Local 148 (herein referred to as the “Union”).

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operations of essential services provided to the Village residents and businesses by the Village of Freeburg. When in this agreement the masculine gender is used, the same shall apply to the members of the female gender.

In consideration of the mutual promises and obligations contained herein, the parties hereto, by their authorized representative and/or agent do mutually agree as follows:

## ARTICLE 1 – RECOGNITION

### Section 1.01 – Recognition:

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on those matters relating to wages, hours of work, and other terms and conditions of employment in the bargaining unit as certified by the Illinois Labor Relations Board, Case No. S-RC-13-030. The bargaining unit shall include:

**Included:** All Regular, full-time employees of the Village of Freeburg in the following titles: Office Manager; Utility Billing Clerk; Finance Clerk; Police Department Secretary.

**Excluded:** All other employees of the Village of Freeburg, including all part-time or temporary employees, of the Village of Freeburg, and all employees excluded by the Illinois Public Labor Relations Act.

## ARTICLE 2 – UNION SECURITY

### Section 2.01 – Union Security:

It is understood and agreed by and between the parties that as a condition of employment, all persons who are hereafter employed by the Employer in the bargaining unit which is subject of this Agreement shall either become members of the Union not later than the thirty (30) days following the beginning of their regular employment or pay a fair share amount equal the periodic monthly dues and initiation fees uniformly required of all Union members in accordance with Section 2.02 of this agreement.

### Section 2.02 – Dues Deduction:

Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the prescribed Union dues and initiation fees from the wages of the employees who individually and voluntarily authorize such deductions. Such deductions shall be paid over to the Union by check not later than the twentieth (20<sup>th</sup>) day of each month following the deduction of dues and shall be remitted monthly to the Union at 2929 South Jefferson Avenue, St. Louis, Missouri, 63118. The Union accepts full responsibility for the authenticity of each and every payroll deduction card submitted to the Employer and will indemnify and save the Employer harmless from any claim, suits, judgments, and from any liability resulting from any action taken by the Employer for the purpose of complying with the provisions of this Article. The Union will notify the Employer by letter stating changes in the dues thirty (30) days before the effective date of the increase in dues.

### Section 2.03 – Fair Share:

Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day of their hire also be required to pay a fair share as defined above.

Upon notice from the Union the Employer shall with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth day of the month following the month in which the deduction is made.

Upon objection by the employee based on bona-fide religious grounds, the fair share obligation shall be paid by the Village of Freeburg to a non-religious charitable organization mutually agreed upon by the employee and the Union or from a list established by the Illinois Labor Relations Board.

### **ARTICLE 3 – UNION ACTIVITIES**

#### **Section 3.01 - Nondiscrimination:**

Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

#### **Section 3.02 – Visits by Union Representation:**

Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Village Administrator in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employee. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

#### **Section 3.03 – Union Activities:**

Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allows, a Union representative will be permitted reasonable time away from his/her assigned job during working hours, not to exceed one (1) hour to:

- a. Investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Articles of this Agreement.
- b. Transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. Consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

**The Union shall appoint one (1) employee as the Chief Steward.** The Union shall notify the Employer, in writing, as soon as such employees are appointed. Said written notice shall be sent to the Village Administrator.

**No employee or the Chief Steward** shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized in this Section shall not interfere with the efficient operations of the Employer.

**Section 3.04 – Union Leaves:**

An employee may, at the employer's sole discretion, be given a leave of absence of one (1) week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leave shall be made ten (10) business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Village of Freeburg.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

**ARTICLE 4 – MANAGEMENT RIGHTS**

**Section 4.01 – Rights of Management:**

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the employees in this bargaining unit of the Administration Department and Police Department, in all aspects, including, but not limited to, all rights and authority granted by law, except as expressly modified in this Agreement.

Management rights and authority of Employer include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Village of Freeburg and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by employees of the Village of Freeburg;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Village of Freeburg operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of all employees;
- e. To direct and supervise the entire working force of the Village of Freeburg, including the establishment of work standards;
- f. To demote, suspend, discipline, or discharge employees for just cause and to discipline or terminate probationary employees with or without just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services;

The Employer has the sole authority to determine the purpose and mission of the Village of Freeburg and the amount of the budget to be adopted thereto.

**Section 4.02 – Other Employment:**

In the event an employee is engaged in an enterprise or gainful employment other than by the Village of Freeburg, said activities shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity(ies) or his/her employment by the Employer shall be terminated.

**Section 4.03 – Civil Emergency Conditions:**

If at the sole discretion of the Employer, it is determined that extreme civil conditions exist, including, but not limited to civil disorder, tornado conditions, floods, or other similar catastrophe, the provisions of this Agreement may be suspended by the Employer during the time of declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

**Section 4.04 – Personnel Policy:**

The Village of Freeburg Employee Handbook, if published, shall control where not in conflict with the terms and conditions of this agreement.

**Section 4.05 – Contract Work:**

- a. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs.
- b. The Employer shall give the Union notice at least sixty (60) days before subcontracting work that will result in layoffs of bargaining unit employees. Upon demand from the Union, the Employer agrees to bargain the decision and/or impact of the subcontracting/layoffs. In the event the parties are unable to reach a resolution through bargaining, the Employer may implement the subcontracting/layoffs after the expiration of sixty (60) days.

**Section 4.06 – Supervisors Doing Work:**

Supervisors may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

**ARTICLE 5 – No Strike/No Lockout**

**Section 5.01 – No Strike Commitment:**

Neither the Union nor its agents or bargaining unit employees will call, initiate, authorize, participate in, or ratify any work stoppage, slow down, unauthorized absence, picketing, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this

Agreement. No employee shall refuse to cross any picket line, where refusal to respond to a Village emergency could potentially cause personal injury, property damage or loss of utility services which could cause personal injury or property damage. An employee violating this section will be subject to discipline in accordance with Section 15.01.

**Section 5.02 – No Lockout:**

The Village will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 6 – HOURS OF WORK**

**Section 6.01 – Hours of Work:**

The standard hours of work shall be 8 hours per day. The work week shall start on Monday at 7:00 a.m. and end on Friday at 5:00 p.m.

**Section 6.02 – Flexible Hours and Work Schedule:** A flexible work schedule shall be available to employees in this bargaining unit at the discretion of the appropriate department head. Flexible schedule shall be scheduled in advance with no employee scheduled to work earlier than 7:00 a.m. nor later than 5:00 p.m. Deviations from and changes to the approved flexible schedule shall be approved by the department head. Hours scheduled will be with the input of the bargaining unit employees and shall be determined by the needs of the Village, the qualifications of the employee assigned to do the work, and are intended to cover the essential job and work functions of the Administration and Police Department.

Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The employees shall receive an hour unpaid lunch period. The Employees will also receive two ten (10) minute rest breaks, one in the a.m. and one in the p.m. Employees will be allowed a ten (10) minute cleanup period at the end of their work day. All breaks will be staggered or otherwise scheduled to avoid any interruptions of service to the public.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per pay period, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period consistent with the terms of this Agreement.

**Article 7 - Overtime**

**Section 7.01 - Overtime Assignments:**

The Employer shall have the right to require overtime work and has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the supervisor.

**Section 7.02 – Overtime Compensation:**

Overtime shall be compensated at the rate of one and one half (1 ½) times the employee's regular straight time base rate of compensation; after eight (8) hours per day and/or forty (40) hours per week. All overtime on the calendar day of Sunday shall be paid at two (2) times the

rate of pay. If called to work, the employee will receive no less than two (2) hours pay, except for extensions to the normal work day.

For the purposes of this Agreement, any hours for which the employee receives sick time, vacation, holiday, or any other compensation without performing work, shall be considered hours worked and shall be used to calculate the total number of hours worked for determining overtime.

**Section 7.03 – Overtime Canvassing:**

When canvassing employees for overtime or for call-outs, the employee who normally performs the work shall be canvassed first. Should the employee who normally performs the work not be available or declines the overtime assignment the overtime will be offered to the senior employee qualified to perform the work.

**Section 7.04 – Village Hall Cleaning**

Employees who are covered by this Bargaining Agreement shall be responsible for the cleaning of the Village Hall during off duty hours. Compensation for such cleaning shall be in the form of overtime pay or compensatory time off. The schedule for the cleaning will be determined by the employees on a weekly basis subject to approval of the Village Administrator. The Village or the Union may decide to discontinue this cleaning service and will provide the other party with a 60 days' written notice.

**Section 7.05 – Meal Allowance:**

A meal allowance of seven dollars and fifty cents (\$7.50) will be granted if required to work three (3) hours or more over a normal workday or when called out to work in excess of four hours overtime.

**Section 7.06 – Rest Period**

Employees will not be required to work more than sixteen (16) continuous hours and shall, upon release, be entitled to an eight (8) hour rest period. Should such rest period extend into an employee's regular scheduled work shift the employee shall receive his/her regular rate of pay for all hours not worked during the rest period and shall report for work immediately following the rest period if the rest period ends during his/her regular shift.

**Section 7.07 – Compensatory Time:**

Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 7.02 - Overtime Pay of this Agreement.

The use and scheduling of compensatory time, which is not allotted to an employee's carry over balance, must be taken within the calendar year during which it was earned and at such times as will not interfere with the efficient operations of Employer. Employer may limit the number of employees who can use compensatory time at the same time. Compensatory time shall be used in increments of one (1) hour or more but in any case, compensatory time off will not be taken without approval of the Village Administrator. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time

off in writing, with (48) hour advance notice. Approval of compensatory time off will be at the Employer's discretion.

Employer reserves the right to buyout unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer. An employee covered by this Agreement shall be allowed to earn forty (40) hours of compensatory time in any one (1) calendar year which shall not be subject to the buy-out provisions, unless mutually agreed upon by employee and Employer. Compensatory time accrued prior to the execution date of this Agreement will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for all unused compensatory and leave time earned. An employee may carry over to the next year up to forty (40) hours of compensatory time, but in no event shall an employee be allowed to accumulate more than two hundred forty (240) hours of compensatory time.

## **ARTICLE 8 – HOLIDAYS**

### **Section 8.01 – Designated Holidays:**

An employee shall receive a holiday allowance of eight (8) hours pay at his straight time hourly rate for the following holidays. In order to receive this allowance under any Section of this Article, an employee must work his last scheduled shift before and his next scheduled shift after the holiday, unless the employee was unable to work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the employee provides the Employer with a doctor's note verifying an inability to work due to illness or injury (the Department Head in his or her sole discretion may excuse an employee from being required to provide a doctor's note). The use of pre-approved vacation or compensatory time off before and after the holiday shall not affect eligibility.

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve day
Independence Day	Christmas Day
Employee's Birthday	

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

### **Section 8.02 – Floating Holiday:**

Along with the holidays listed in Section 8.01 employees shall select a floating holiday of their choice and shall receive a holiday allowance of eight hours pay at his straight time hourly rate. Each employee shall select a floating holiday on a date of their choice to be taken subject to

prior approval by a supervisor. The floating holiday may be taken on any working day the employee is regularly scheduled to work.

**Section 8.03 – Work on Designated Holidays:**

If an employee works on one of the above designated holidays, the employee shall receive in addition to his holiday allowance:

- a. one and one half (1 ½) times the hourly rate of pay for all hours worked during his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- b. two (2) times the hourly rate of pay for work performed outside of his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- c. two (2) times the hourly rate of pay for all work performed on a designated holiday falling on a Sunday.

This section only applies to the dates of observance for holidays designated by the Village under Section 8.01, which may vary from the actual holiday date.

**Section 8.04 – Holidays during Vacation Leave:**

If a paid holiday occurs during an employee’s vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 10.06).

**Section 8.05 – Personal Day**

Each employee shall receive one (1) personal day per year provided the employee has not taken more than three (3) sick days during the preceding year and the employee has had no lost time due to work related injuries during the preceding year. The personal day may be taken on any working day the employee is regularly scheduled to work and the employee shall receive an allowance of eight hours pay at his straight time hourly rate. Personal days cannot be carried over from year to year. Personal days shall be taken on a date of the employee’s choice subject to prior approval of a supervisor.

**ARTICLE 9 – WAGES**

**Section 9.01 – Base Wages:**

The Employer shall pay the wages in accordance with the scheduled set out below.

Payday is to be on every other Friday except when payday falls on a holiday, in which event payday shall be on the workday immediately preceding the holiday.

<u>Classification</u>	<u>Current Rate of Pay</u>	<u>Effective 4-1-2013 2%</u>
Utility Billing Clerk	\$18.57	\$18.94
Finance Clerk	\$19.63	\$20.03

Office Manager	\$21.55	\$21.97
Police Dept. Secretary	\$18.573	\$18.94

**Section 9.02 – Certification Reimbursement:**

The Employer will pay for any fees for certification or license testing required by the Employer.

The Employer shall pay for the cost of tuition on a prorated basis for accredited courses that pertain to duties involving the employee’s employment with the Employer, provided that the employee received written pre-approval, which shall be at the sole discretion of the Department Head.

The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%

**Section 9.03 – Clothing Allowance:**

In lieu of a clothing allowance, employees in this bargaining unit of the Administration Department and Police Department will be allowed to wear jeans or capris.

**ARTICLE 10 – VACATION**

**Section 10.01 – Eligibility**

All regular, full-time employees shall earn vacation time. Employees shall be eligible to take paid vacation after one (1) year’s continuous employment with the Employer.

The established vacation year, for purposes of employees’ vacation shall be their anniversary year. Vacations are accrued or earned based upon the employee’s length of service and on time worked the preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued.

No employee shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his/her intention to resign. If a two (2) week notice is not given by the employee to the Employer, then the vacation time which would have been awarded to the employee for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the employee.

If an employee gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an employee would have earned eighty (80) hours of vacation leave during a year in which he/she resigns, and works one-half (1/2) of the year of employment before giving his/her two (2) week notice, he/she will receive forty (40) hours of vacation leave compensation).

**Section 10.02 – Accumulation Rate:**

1. Full-time employees hired before December 1, 2011 will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours.

2. Full-time employees hired after December 1, 2011 will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours with a maximum of two hundred forty (240) hours vacation per year.

**Section 10.03 – Vacation Pay:**

Vacation pay will be calculated by using the employee's regular straight time hourly rate of pay for the vacation period and will be on his or her regular scheduled payday.

**Section 10.04 – Scheduling:**

On or before December 1st of each year, the Employer shall post a vacation sign-up sheet; employees shall select vacation leave to be taken during the upcoming year. All vacation requests are subject to approval of the Employer. Employees shall schedule vacations on the basis of seniority as determined under Article 14, Seniority, of this Agreement. For the employee to exercise seniority when scheduling vacation, the employee must submit all vacation requests by February 1 of each year.

Any vacation not selected by February 1 will be scheduled on a first come, first serve basis; provided that if two or more employees request vacation at the same time, the most senior employee will be given first preference.

**Section 10.05 - Use:**

Vacation hours shall not be taken in advance of actually earning it. The numbers of employees allowed on vacation shall be determined by the Employer. Minimum staffing levels will be set at the beginning of each calendar year by the employer in a vacation guideline letter issued to the employees. Employees shall be granted their vacations as requested provided the employer is able to maintain continuous and efficient service and effective processing of the workload. Vacation time shall be used in minimum increments of four (4) hours, unless a lesser amount is approved by the supervisor in his or her sole discretion.

**Section 10.06 - Holidays during Vacation:**

If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 8.04).

**Section 10.07 Hospitalization during Vacation:**

If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some time later.

**Section 10.08 – Village Emergency:**

In the event an employee is called back to work due to a Village emergency, the employee shall be paid vacation time plus one and one half (1 ½) times the regular hourly rate of pay for all hours worked while on scheduled vacation.

**ARTICLE 11 – SICK LEAVE**

**Section 11.01 – Sick Leave Accrual**

All regular, full-time employees will earn sick leave at the rate of one (1) day per month. The sick leave can be carried forward to succeeding years, but not to exceed one thousand nine hundred twenty (1920) hours at the beginning of any calendar year. On January 1st of the year an employee celebrates their fifth (5th) year employment anniversary, and all years thereafter, employees shall be granted twelve (12) sick days, subject to the maximum number of workdays allowed. Each January 1, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

**Section 11.02 – Eligibility:**

(A) Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, foster children or foster parent.

(B) If an employee has received sick leave contrary to the provisions of this agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

**Section 11.03 – Use:**

Sick leave shall be used in minimum increments of one (1) hour.

**Section 11.04 – Verification of Sick Leave by a Physician:**

Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from any employees for use of sick leave if requested by the Village Administrator or, in his/her absence, the immediate supervisor or other designee of the Village Administrator.

**Section 11.05 – Light Duty:**

Employees that are off duty due to a non-duty related illness or injury may request to return to work on a light duty status. The Employer has the sole discretion on the approval of light duty.

An employee with the Employer's permission, and with a physician's statement, may return to work on a "light-duty" status.

## **ARTICLE 12 – HEALTH AND WELFARE**

### **Section 12.01 – Health Insurance, Dental, and Vision:**

- (a) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.
- (b) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

### **Section 12.02 – Health Insurance Advisory Committee:**

The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of two (2) members selected from each collective bargaining unit group within the Village and two (2) members selected from other non-union Village employees. Each member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by two (2) members of the Village Board of Trustees and the Mayor or designee. The employer representatives shall serve as *ex officio* (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

### **Section 12.03 – Increase of Health Plan Costs:**

If the annual average per employee cost of the Village Health Plan increases after the execution of this contract, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase over the previous year. In the event that the Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to fifty percent (50%) of the increased average per employee cost of the less expensive of those two (2) plans.

Any such employee health plan contributions shall be withheld each pay period in equal installments throughout the year.

For the purposes of this section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual reimbursements and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family)

after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

**Section 12.04 – Life Insurance:**

The Employer shall obtain for each employee covered by the terms of the Agreement \$15,000 of life insurance, plus not less than \$2,000.00 of term life insurance for the employee's spouse and dependents.

**ARTICLE 13 -LEAVE OF ABSENCES**

**Section 13.01 – Jury or Witness Duty:**

An employee serving jury duty while scheduled to work shall be compensated the difference in court payment for wages and normal straight-time wages. The Village shall pay an employee serving on jury duty his normal pay and the employee shall turn over to the Village any pay received for services rendered as a juror for days he was scheduled to work.

An employee must report to work for the hours he is scheduled when not actually reporting for jury duty. Employees must provide notice of required jury service to their supervisor, the Village Administrator or his designee as soon as possible so that the Employer may make arrangements to accommodate their absence. Employees are required to return to work when they are excused from jury duty. However, employees shall not be required to return to work on nights while such employee is performing jury duty in the daytime.

**Section 13.02 – Death in Family:**

A leave of absence with pay of up to three (3) days, will be allowed in the event of the death of an employee's father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, foster children or foster parent.

A leave of absence with pay of up to one (1) day will be allowed in the event of the death of the grandfather or grandmother of an employee or an employee's spouse.

To be eligible for payment under this section the employee must attend the services of the designated relative. Upon request, the employee shall furnish employer with proof of attendance, the deceased relative's name, the name and address of the funeral home, and the date of the funeral. The employee shall not be paid for regularly scheduled days off.

**Section 13.03– Military Leave:**

Military leave will be granted as an unpaid leave in accordance with applicable law.

**Section 13.04 – Maternity Leave:**

Female employees shall be granted maternity leave in accordance with state and federal law.

**Section 13.05 – Non-Paid Leave of Absence**

(a) The Village Administrator may recommend to the Village Board leaves of absence, without pay or salary, to employees under his supervision. The Village Board may in its sole discretion approve or deny the recommendation.

## ARTICLE 14 – SENIORITY

### Section 14.01 – Seniority:

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The employer will maintain a seniority list and update date it whenever necessary. The employer will furnish a copy of the seniority list to the Union whenever applicable.

For the purposes of this Agreement, the following definitions shall apply:

#### Local Union Seniority:

Local Union seniority is defined as seniority resulting from an employee's length of service in a full-time position in this bargaining unit.

#### Village Seniority:

Village seniority, as used in this Agreement, shall be defined as seniority resulting from an employee's length of full-time employment by the employer. For the purposes of vacation accrual Village Seniority will be used.

#### Tied Seniority:

Should any employee be tied with another for Local Union Seniority purposes, the employee with the greater Village Seniority shall be deemed the more senior employee for Local Union Seniority purposes. In the event a tie still exists, seniority shall be determined based upon the alphabetic order of the employees' last names.

**Section 14.02 - Breaks in Seniority:** Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, unless the employee can prove physical inability to call in;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, unless the employee can prove physical inability to call in;
- f. If an employee is laid off for a period of one (1) continuous year.

### Section 14.03 – Layoff/Recall:

Should it become necessary to reduce the work force, the employer shall have the sole discretion to determine which bargaining unit classifications are subject to layoff. Probationary and part-time employees shall be laid off prior to full time employees performing the same job classification. Layoffs shall then be made on the basis of inverse seniority with the least senior

person in the job classification laid off first. Employees being laid-off shall receive no less than a seven (7) day notice prior to layoff. A laid-off employee shall be eligible for recall for a period of one (1) year from the date of layoff. The Employer shall have the sole discretion to determine which bargaining unit job classifications are recalled first, provided that laid-off employees in the job classification are recalled in the reverse order of layoff. Notice of recall to a laid-off employee shall be made by telephone or, if said employee cannot be reached by phone, by certified mail to his/her last known address. If said employee fails to return to work within seven (7) working days of the mailing of such request, all employment rights of such employee may be terminated. It shall be the employee's responsibility to keep the Employer notified at all times of a change in his/her telephone number and/or mailing address. Failure by the laid-off employee to do so shall relieve the Employer of any responsibility to recall such employee.

**Section 14.04 – Vacancies:**

When a permanent vacancy occurs within any job classification covered by this Agreement, a notice of such job vacancy shall be posted for a period of five (5) working days and the Shop Steward shall be notified where the vacancy exists. Any employee desiring to submit a bid for such job may do so in writing within such five (5) day period. The senior employee who bids for such job shall be assigned to such job when it becomes vacant, provided that the employee has the skill and ability to perform the work. A successful bidder shall be on probation for a period of ninety (90) days and shall receive the appropriate pay rate for said job classification, during said ninety (90) days the employee may be transferred back to his/her former position at the sole discretion of the employer or voluntarily elect to return to his/her former job classification and pay rate.

If a vacancy in a classification is not filled in accordance with the bidding procedure, then said vacancy may be filled by the Employer through outside sources.

**Section 14.05 Probationary Period:**

(a) A new employee entering the full time employment with the Employer shall be subject to a twelve (12) months probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the twelve (12) months, he shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

(b) Nothing shall act to prevent any employee during the twelve (12) month probationary period of his employment from obtaining adjustments of grievances for matters other than discipline and discharge as provided in Article 16. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.

(c) The provisions of Article 14 will not apply to employees expressly employed on a temporary basis.

**Section 14.06 Seniority if Injured:**

An employee who is injured in the course and in the scope of his/her employment by the Employer shall continue to accumulate seniority and upon recovering shall be reinstated to his former position with full seniority provided he returns to work immediately upon being released by the attending physician.

**ARTICLE 15 – DISCIPLINE**

**Section 15.01 – Progressive Discipline:**

Employees may be disciplined for just cause and all discipline is subject to Article 16 – Grievance Procedure, of this Agreement. If the employee so desires, said employee may have Union representation present at any meetings between an employee and the employer concerning discipline. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay and discharge. Disciplinary action shall be imposed upon non-probationary employees when warranted. Probationary employees may be discharged for any cause or no cause at all.

**Section 15.02 – Non-Progressive Discipline:**

The use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including immediate discharge. Offenses justifying immediate discharge shall include, but are not limited to:

- (a) Unprovoked or unjustified assault or battery of a supervisor, fellow employee, or any other person while the employee is on duty;
- (b) The conviction of any crime, either felony or misdemeanor, which affects the Employer's insurance rates or exposure to liability or the employee's ability to perform his duties;
- (c) Intoxication or the use of alcoholic beverages or illegal drugs when at work or during work hours;
- (d) Conviction of any felony, whether committed on-duty or off-duty;
- (e) Making a false statement on the application for employment;
- (f) The violation of a rule for which the employee has already received a suspension within the prior three (3) years;
- (g) The violation of any rule within three hundred sixty-five (365) days after returning from a disciplinary suspension when employee has previously been suspended for other rule violations on at least two (2) previous occasions, within the prior three (3) years;
- (h) Possessing or carrying of a firearm or weapon on Village property, in a Village vehicle or at a work site;
- (i) Falsifying time cards or making a false claim for payment to the Employer;
- (j) Theft of Village property;
- (k) Sleeping while on duty, other than during designated break times;
- (l) Other offenses of similar gravity determined by the Employer to warrant immediate removal.

## ARTICLE 16 – GRIEVANCE PROCEDURE

### Section 16.01 – Definition:

A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an expressed provision of this Agreement. “Business Day” as used in this Article shall be defined as a day of which the Employer’s Office is open for regular business to the public, Monday through Friday, from 7:00 a.m. to 5:00 p.m., excluding weekends and holidays as defined in Section 8.01, Designated Holidays, of this Agreement.

### Section 16.02 – General Rules:

(A) Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.

(B) Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix “A”. All appeals and responses to the grievance shall be recorded thereupon and/or with attachments thereto.

(C) Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extensions shall be to a date certain.

(D) In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task, unless the issue involves immediate risk to the employee(s) life and health, the employee shall first complete his assigned work task and grieve later.

(E) When a grievance is filed, it shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employee(s) affected or the Union representative.

(F) Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used to establish the meaning, interpretation or application of the agreement.

### Section 16.03 – Procedure for Filing Grievances:

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specific time period.

#### Step 1 – Immediate Supervisor/Manager:

The affected employee(s) and the Union Steward shall discuss the grievance with the immediate Supervisor within five (5) business days of the event giving rise to the grievance unless the immediate supervisor is a member of the bargaining unit in which case the grievance shall be automatically advanced to Step 2. The employee(s) or the

Union Steward and the Supervisor shall sign and date a grievance form indicating the nature of the dispute and the desired settlement before ending the discussion. The Supervisor shall respond to the grievance in writing within five (5) business days.

**Step 2 – Village Administrator:**

If the grievance is not resolved at Step 1, the Union Business Representative may, within ten (10) business days of the Step 1 answer, submit the written grievance to the Village Administrator. The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee with response to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within ten (10) business days of the hearing.

**Step 3 – Mediation:**

If the grievance is not resolved at Step 2, the parties may, by mutual agreement only, submit the grievance for mediation within fifteen (15) business days after receipt of the Village Administrators Step 2 response. Should the parties choose mediation, they shall jointly notify the Federal Mediation and Conciliation Service (FMCS) in writing. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach agreement, it shall be reduced to writing and signed by both parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set precedent for other grievances.

**Step 4 – Arbitration:**

If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not pursued, within ten (10) business days after the Step 2 response, that the grievance be submitted to binding arbitration. The parties shall jointly request that FMCS supply a list of seven (7) arbitrators.

Upon receipt of said list, each party shall alternately strike a name until one name remains. The name remaining shall be the arbitrator. The order of striking names shall be determined by a coin toss. The parties shall jointly notify the arbitrator in writing, requesting a hearing, and shall arrange for the services of a court reporter.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator and the court reporter. The hearing shall be closed to the public and press, and be held in a mutually agreed to location.

**Section 16.04 – Decision of the Arbitrator:**

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall not have the power to make decisions contrary to or inconsistent with applicable Federal or State Law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall issue a written decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof for a date certain. Consistent with the provisions of this Article, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

**Section 16.05 – Time Limits:**

Time limits set forth in the Article may be extended by mutual agreement of the Union and the Employer and confirmed in writing. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered withdrawn. Should the Employer be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted.

**Section 16.06 – Expedited Procedure for Discharge:**

Grievances regarding the discharge of an employee by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within five (5) business days of discharge.

If the Village Board of Trustees delegates authority to discharge employees to the Department Head in the future, Grievances regarding discharge by the Department head shall be filed in writing at Step 2 of this procedure within five (5) business days of discharge. The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within ten (10) business days of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

## ARTICLE 17 – LABOR / MANAGEMENT MEETINGS

### Section 17.01 – Meetings:

Labor and management mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between labor representatives and management representatives of the employer. Such meetings, called Labor/Management Meetings, may be requested at least ten (10) days in advance by either party by placing in writing a request to the other party for a Labor/Management Meeting. The parties may mutually agree to waive the ten (10) day requirement.

### Section 17.02 – Exclusive of Grievances:

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor-management meetings”, nor shall negotiations for the purpose of altering any and all terms of this Agreement be carried on at such meetings.

## ARTICLE 18 – SAFETY

### Section 18.01 – Safety:

The Village of Freeburg Safety Manual, if published, shall be made part of this agreement. The Union will not object to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. The Employer agrees that any changes to existing safety and health standards and rules will be discussed with the Union before they are implemented by the Employer. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards, rules and laws. Employees shall act responsibly to protect their safety and that of their fellow workers in complying with safety and health standards, rules and laws.

### Section 18.02 – Safety Equipment:

The Employer agrees to provide any required safety equipment necessary for the employees to perform work assigned to them at no cost to the employee.

## ARTICLE 19 - PENSION

### Section 19.01 – Retirement Fund:

From February 25, 2013 through March 31, 2014, the Employer agrees to continue its participation on behalf of the members of the Bargaining Unit in the Illinois Municipal Retirement Fund to include any mandated changes required by the IMRF or Illinois State Law.

## ARTICLE 20 – GENERAL PROVISIONS

### Section 20.01 – Residency Requirement:

Employees shall maintain their place of residence within six miles of the Freeburg Community High School District #77.

**Section 20.02 – Bulletin Board**

The employer shall provide a bulletin board at all appropriate work locations for the purpose of the posting of all legitimate Union notices and material.

**ARTICLE 21 – SUBSTANCE ABUSE POLICY**

**Section 21.01 – Drug-Free Workplace and Substance Abuse Policy:**

The Drug-Free Workplace and Substance Abuse Policy, attached as Appendix B, shall be in full force and effect under this Agreement.

**ARTICLE 22 – SEPARABILITY AND SAVINGS**

**Section 22.01 – Savings Provision:**

Nothing in this Agreement shall be construed as requiring either party to this Agreement to do anything inconsistent with Federal or State Law, or the final order or judgment of any court having jurisdiction over the parties.

**Section 22.02 – Partial Invalidity:**

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provisions.

**ARTICLE 23 – COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement and it constitutes the complete and entire Agreement between the parties.

**ARTICLE 24 – TERM OF AGREEMENT**

This Agreement shall be effective as of February 25, 2013, and shall continue through March 31, 2014, and from year to year thereafter, unless written notice is given by either party of not less than sixty (60) days prior to March 31, 2014 or any March 31 thereafter, of a desire to terminate or negotiate changes in any Articles of this Agreement. Such notice shall state the Article or Articles in which such changes are desired.







## APPENDIX "B" - DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY

The Village is committed to providing a safe healthy and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

(a) Reporting to work with any illegal drug in his/her system, possessing, distributing, selling, manufacturing, or the usage of any illegal drug;

(b) reporting to work with any alcohol in his/her system, consuming alcoholic beverage while on Village premises, in Village vehicles, or while on Village business or time, or bringing alcohol onto Village premises or job sites, unless specifically approved by the Village Board of Trustees; and,

(c) Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to, and including, termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered as usage. Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes shall, in the event such drugs could impair their physical, mental emotional or other faculties, notify their department head for further consideration.

The Village's substance abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness program;
- Drug testing of all applicants;
- Drug testing for accidents involving personal injury requiring medical attention and/or property damage;
- Drug testing when a supervisor reasonably suspects that an employee is using during working hours;
- Drug testing on a random basis at the discretion of the Board.

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately

from the employee's personnel file. These medical files will be kept locked and secured, and access will be limited to the Mayor, Personnel Committee, Administrator and Health Insurance Coordinator in the Village. Under no circumstances shall the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know. If employees are involved in an accident causing damage to property or requiring medical attention, it is mandatory that the employee be screened to determine whether they test positive for drugs and/or alcohol. **NOTE: A positive drug or alcohol test may result in the loss of Workman's Compensation benefits.**

If a supervisor reasonably suspects that an individual is at work and using alcohol and/or drugs, the supervisor should notify the department head or Mayor to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be using drugs and/or alcohol. Symptoms may include, but are not limited to, slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol present or erratic behavior. The supervisor or department head should make a written record of the employee's name, the date, time and symptoms present. This documentation should be attached to the test results and kept in the confidential medical file as justification for why the tests were performed. In the State of Illinois, "reasonable suspicion" is defined as anything more than a hunch. Drug testing may include both blood and urine samples.

In the case of employees being tested for reasonable suspicion of substance abuse, the supervisor shall take the employee to the testing facility designated by the Village and shall arrange for transportation of the employee to his or her home after the testing.

The individual tested for reasonable suspicion shall not return to work the day of testing, but shall be sent home with pay. Pending the outcome of the testing, the employee shall not be permitted to return to work but shall continue to receive their normal pay. If testing results are negative, the employee will be allowed to return to work with no loss in pay. If the test results are positive, the employee shall cease to receive pay, must be re-tested, and must test negative before being allowed to return to work. The employee's normal pay shall resume upon returning to work. At the employee's option, accumulated sick leave and/or vacation can be taken to avoid loss of pay.

Violations of this policy, whether discovered by random testing, compulsory testing following an accident, or by employee admission shall be handled as follows:

For the first violation the employee will be offered an opportunity to enter a substance abuse rehabilitation program.

If the employee chooses not to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing for the next **three (3) years**. A positive test result during that **three (3) year** period will result in the employee's termination.

If the employee chooses to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing once every **three (3) months** for **one (1) year**. If the employee again tests positive during that **one (1) year** period, he or she shall have the option of entering an additional rehabilitation program. Whether or not the employee enters such additional rehabilitation program, he or she will be subject to random testing for an additional three (3) years and another positive test result during that **three (3) year** period will result in termination.

Any employee, who is allowed to return to work following a violation of this policy, whether or not he or she is participating in a substance abuse rehabilitation program, shall be expected to maintain satisfactory job performance. Nothing contained in this policy shall be construed to prevent an employee from being disciplined for any other misconduct, which may occur while using or under the influence of prohibited drugs and/or alcohol. Any employee convicted under any drug or alcohol related criminal statute shall be deemed to be in violation of this policy.

While the Village does not condone the abuse of alcohol, prescription drugs, and/or the use of illegal drugs, the Village does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management, the Village will assist the employee in seeking treatment. This treatment will be at the sole cost and expense of the employee. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

While the Village health insurance plan may provide rehabilitation benefits under certain conditions, such benefits are not guaranteed and it shall be the responsibility of the employee to qualify for any available benefits. Employees are encouraged to read the health insurance plan in force from time to time for further information.

Access to the Village/s premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee/s office, desk, file cabinet, closet, locker, or similar place. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to the Village.

Any prohibited materials (or materials that may be found to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal

and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving or on the premises or property of the Village. Refusal to cooperate in such an inspection or search is grounds for termination. No employee shall place or utilize a lock on any Village property including lockers, desks or cabinets without providing the Village with a spare key to gain access to the locked area in the event the employee is unable or unwilling to open the lock.

**ORDINANCE NO. 1452**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND ILLINOIS DEPARTMENT OF TRANSPORTATION RELATIVE TO SAFE ROUTES TO SCHOOL PROJECT SRTS-4009(111) AMENDMENT #1

**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 with the Illinois Department of Transportation as described in the attached Local Agency Amendment #1 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 19th DAY OF FEBRUARY, 2013.

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ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_



ORDINANCE NO. 1452 cont.

Approved this 19th day of February, 2013.

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

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

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney





Local Agency Amendment # 1 for Federal Participation

Table with columns: Local Agency, State Contract, Day Labor, Local Contract, RR Force Account, Section, Fund Type, ITEP and/or SRTS Number.

Summary table with columns: Construction, Engineering, Right-of-Way, Job Number, Project Number.

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost table with columns: Type of Work, SRTS, %, STATE, %, LA, %, Total.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois Department of Transportation

Raymond Danford

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation Date

Village Board President

Title (County Board Chairperson/Mayor/Village President/etc.)

By: Aaron A. Weatherholt, Deputy Director of Highways Date

(Signature) Date

Omer Osman, Director of Highways/Chief Engineer Date

The above signature certifies the agency's TIN number is 37-6001961 conducting business as a Governmental Entity.

Michael A. Forti, Chief Counsel Date

DUNS Number 033435272

Matthew R. Hughes, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



**ORDINANCE NO. 1453**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND THOUVENOT, WADE & MOERCHEN, INC., AND BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND ILLINOIS DEPARTMENT OF TRANSPORTATION RELATIVE TO SAFE ROUTES TO SCHOOL PROJECT SRTS-40009(111)

**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 contract for professional services for Construction Engineering Services for the Safe Routes to School project SRTS-40009(111) as described in the attached Construction Engineering 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 an Agreement with The Illinois Department of Transportation 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 19th DAY OF FEBRUARY, 2013.

AYES \_\_\_\_\_  
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ORDINANCE NO. 1453 cont.

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

Approved this 19th day of February, 2013.

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

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

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney



Local Agency Village of Freeburg	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Consultant Thouvenot, Wade & Moerchen, Inc.
County St. Clair				Address 4940 Old Collinsville Road
Section 10-00023-00-SW				City Swansea
Project No. SRTS-40009(111)				State IL
Job No. C-40-103-09				Zip Code 62226
Contact Name/Phone/E-mail Address Dennis Herzing, Village Admin. 618 539-5705 herzing@freeburg.com				Contact Name/Phone/E-mail Address Marsha J. Maller, PE 618 624-4488 mmaller@twm-inc.com

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 described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Main Street Route FAU 9372 Length 0.28 Structure No. N/A

Termini State Street to West Koester Street

Description: Install box culvert, construct sidewalk, and install pedestrian crossing at the intersection of State Street and Main Street

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. 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) of this certification; 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.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. 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.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 Formulas

- FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- FF = 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  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. 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.

6. The recipient shall not discriminate on the basis 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (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.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.



**Exhibit A - Construction Engineering**

Route: 9372  
 Local Village of Freebureg  
 (Municipality/Township/County)  
 Section: 10-00023-00-SW  
 Project:  
 Job No.:

\*Firm's approved rates on file with  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 162.20 %  
 Complexity Factor (R) 0.00  
 Calendar Days 45

Cost Plus Fixed Fee Methods of Compensation:  
 Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Fixed Fee 2  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Surveying	Surv Crew Chief	32.00	26.34	842.88	1,367.15			320.45	\$ 2,530.48
	Survey 2 <sup>nd</sup> Man	16.00	23.78	380.48	617.14			144.65	\$ 1,142.27
	Reg. Surveyor	8.00	33.75	270.00	437.94			102.65	\$ 810.59
Resident Eng	Engineer	360.00	34.39	12,380.40	20,081.01			4,706.90	\$37,168.31
	Project Engr.	16.00	47.24	755.84	1,225.97			287.36	\$ 2,269.17
	Project Manager	8.00	47.24	377.92	612.99			143.68	\$ 1,134.59
	Tech IV	16.00	23.78	380.48	617.14			144.65	\$ 1,142.27
Testing	Tech II	16.00	23.78	380.48	617.14			144.65	\$ 1,142.27
	Subconsultant					\$2,056.35			\$ 2,056.35
<b>Totals</b>		472.00		15,768.48	25,576.48	\$2,056.35		5,994.99	\$49,396.30





**BUDGET ESTIMATE  
CONSTRUCTION OBSERVATION AND MATERIALS TESTING**

FREEBURG SAFE ROUTES TO SCHOOLS  
FREEBURG, IL  
QTE No. 13-0067-C  
January 30, 2013

A. Anticipated Primary Laboratory Testing

Other laboratory tests may incur as additional information is provided.

Standard Rock Proctor	1 sample	@	\$165.00 per samp.		<u>\$165.00</u>
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*Primary Laboratory Testing Subtotal* **\$165.00**

B. Rock Base Density Testing

Soil Technician	3.0 hours	@	\$39.00 per hour	=	\$117.00
Nuclear Densimeter	1.0 day		\$25.00 per day		\$25.00
Engineering Review	0.25 hours		\$95.00 per hour		\$23.75
Mileage	25 miles		\$0.70 per mile		<u>\$17.50</u>
			<i>Daily Estimate</i>		\$183.25
			<i>Estimated Days</i>		3.00

*Estimated Grading Subtotal* **\$549.75**

C. Site Concrete Sampling & Testing (sidewalks, curbs, pavement)

Assumes pours to be less than 250 yd<sup>3</sup> thus one set of tests required per pour.

Concrete Technician	4.0 hours	@	\$39.00 per hour	=	\$156.00
Engineering Review	0.25 hours		\$95.00 per hour		\$23.75
Mileage	25 miles		\$0.70 per mile		\$17.50
Compression Sample	4 cylinders		\$10.50 per cylinder		\$42.00
Cylinder Mold	4 cylinders		\$1.60 per cylinder		<u>\$6.40</u>
			<i>Daily Estimate</i>		\$245.65
			<i>Estimated Days</i>		4.00

*Estimated Site Concrete Subtotal* **\$982.60**

**BUDGET ESTIMATE  
CONSTRUCTION OBSERVATION AND MATERIALS TESTING**

**FREEBURG SAFE ROUTES TO SCHOOLS**

**FREEBURG, IL**

**QTE No. 13-0067-C**

**January 30, 2013**

**D. Concrete Cylinder Pick-up**

QTE makes every effort to possible to pick up cylinders when on site for other activities, but occasional dedicated trips will occur.

Concrete Technician	1.0 hours	@	\$39.00 per hour	=	\$39.00
Mileage	25 miles		\$0.70 per mile		\$17.50
			<i>Daily Estimate</i>		<i>\$56.50</i>
			<i>Estimated Days</i>		<i>2.00</i>

*Estimated Concrete Cylinder Pick-up Subtotal* **\$113.00**

**E. Hot Mix Asphalt Compaction Testing**

Assumes an AM test and a PM test per day.

Asphalt Technician	4.0 hours	@	\$39.00 per hour	=	\$156.00
Nuclear Densimeter	1.0 day		\$25.00 per day		\$25.00
Engineering Review	0.50 hours		\$95.00 per hour		\$47.50
Mileage	25 miles		\$0.70 per mile		\$17.50
			<i>Daily Estimate</i>		<i>\$246.00</i>
			<i>Estimated Days</i>		<i>1.00</i>

*Estimated HMA Subtotal* **\$246.00**

**TOTAL ESTIMATE** **\$2,056.35**

NOTES-Production rates assumed based upon review of plans, IDOT specifications, and typically performed subcontractor production.

Budget estimate may vary due to actual production rates and weather delays.



**RATE SCHEDULE AND PRICE LIST**

**January 2010 – 2012**

**Officers**

President .....	\$125.00/hour
Senior Environmental Project Manager .....	100.00/hour
Senior Engineer .....	95.00/hour
Project Engineer .....	85.00/hour

**Field and Testing Personnel**

IBC Special Inspection.....	\$45.00/hour
IDOT/MODOT QA/QC I & II Concrete and Asphalt Technicians .....	45.00/hour
Steel Inspector (1 man crew) .....	65.00 - 71.00/hour
Steel Inspector (2 man crew) .....	125.00/hour
Environmental Technician .....	75.00/hour
Field Technician.....	43.00/hour

**Office Support**

CADD Operator.....	\$50.00/hour
Clerical .....	37.00/hour

**EXPENSES**

Vehicle mileage.....	\$0.70/mile
Transportation, subsistence, lodging, subcontractors, special consultants, etc.....	Cost + 15%

**GENERAL INFORMATION**

**Overtime**

Overtime is time in excess of 8 hours per day or work performed on Saturdays, Sundays, or Holidays. Overtime for non-engineering positions will be billed at 1½ times our regular hourly rates.

**Field and Lab Services**

Some laboratory test samples may require additional preparation prior to testing (e.g. lime, compacted permeability, etc.). This sample preparation time will be invoiced in accordance with our 2008 Rate Schedule.

We prefer a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. Invoices will be submitted on a bi-weekly basis for services rendered. Laboratory tests include preparation of brief report and transmittal. Results of field tests and observations will be presented in formal reports with preparation costs invoiced in accordance with our 2008 Rate Schedule and Price List. Specialized forms can be produced for specific projects. Please contact our office to discuss project requirements for submittals.

www.qteinc.com

**\*\*Price List is presented on next page\*\***

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CORPORATE OFFICE:	803 WEST STATE STREET, O'FALLON, IL 62269	PHONE: 618-632-9900	FAX: 618-632-9922
REGIONAL OFFICE:	206 SOUTH LINN AVENUE, WENTZVILLE, MO 63385	PHONE: 636-332-1153	FAX: 636-332-5781

**PRICE LIST  
JANUARY 2010 - 2012**

<u>CONCRETE</u>	Price/Unit	<u>SOIL TESTING</u>	Price/Unit
<b>Laboratory Services</b>		<b>Laboratory Tests</b>	
<b>Compressive Strength</b>		<b>Compaction Control</b>	
6" x 12" Cylinder (ASTM C 39)	12.75/ea	Moisture - Density Relationship	
Cured Cylinder - Not Tested (ASTM C 780)	12.75/ea	Standard Proctor (ASTM D 698)	190.00/ea
2' x 2' Cube (ASTM C 109)	12.75/ea	Modified Proctor (ASTM D 1557)	200.00/ea
Drilled Cores (ASTM C 42)	39.00/ea	Aggregate Samples	40.00/add
4' x 4' x 8" Grout Prism (ASTM C 1019)	18.00/ea	California Bearing Ratio (CBR) (ASTM D 1883)	
Masonry Prism (ASTM C 1314)	53.00/ea	Single-Point (unsoaked)	130.00/ea
Flexural Strength - Beam (ASTM C 78)	39.00/ea	Single-Point (soaked)	140.00/ea
Cylinder Molds	1.75/ea	Rel. Density - Min. and Max. Density (ASTM D 4253/4254)	300.00/ea
Concrete Masonry Unit Testing (Includes: )	230.00/set	<b>Material Characterization</b>	
Compression Testing (ASTM C140)	140.00/ea	Visual Classification (ASTM D 2488)	6.00/ea
Absorption (ASTM C 140)	75.00/ea	Atterberg Limits (ASTM D 4318)	60.00/ea
Shrinkage (ASTM C 426)	80.00/ea	One Point Liquid Limit	50.00/ea
SRW Testing (Includes: )	190.00/set	Unit Weight Determination (ASTM D 2937)	25.00/ea
Compression (ASTM C 140)	160.00/ea	Grain Size Analysis	
Absorption (ASTM C 140)	80.00/ea	Sieve Analysis (with % finer than No. 200) (ASTM D 422)	60.00/ea
Cal. Chlor. Floor Vapor Kit (ASTM F 1869-98)	50.00/ea	Sieve Analysis with Hydrometer	120.00/ea
Maturity Meters (ASTM C 1074)	60.00/ea	Percent Finer than No. 200 (washed) (ASTM D 1140)	38.00/ea
Mix Design Verification		Specific Gravity (ASTM D 854)	85.00/ea
Please call for a quote		Moisture Content (ASTM D 2216)	5.50/ea
		Organic Content (ASTM D 2974)	25.00/ea
		pH (ASTM D 4972)	25.00/ea
		Permeability Triaxial Flexible Wall (ASTM D 5084)	425.00/ea
<b>Aggregate Characteristics</b>		<b>Field Services</b>	
Sieve Analysis (ASTM C 136)	60.00/ea	Compaction Control	43.00/hr
Washed Sieve Analysis (includes % finer than No. 200)	68.00/ea	Nuclear Gauge Rental (ASTM D 2922)	43.00/day
Unit Weight and Voids in Aggregate (ASTM C 29)	53.00/ea	Sand Cone Equipment (ASTM D 1556)	N/C
Specific Grav. and Absorption of Coarse Aggregate (ASTM C 127)	78.00/ea	Drive Tube Equipment (ASTM D 2937)	N/C
Specific Grav. and Absorption of Fine Aggregate (ASTM C 128)	78.00/ea	Transportation	0.70/mi
Clay Lumps and Friable Particles in Aggregate (ASTM C 142)	53.00/ea		
Soundness (sodium sulfate) (ASTM C 88)	250.00/ea		
Resistance to Abrasion (ASTM C 131)	275.00/ea		
Lightweight Particle	53.00/ea		
		<b>ASPHALTIC CONCRETE</b>	
<b>Field Services</b>		<b>Laboratory Services</b>	
Quality Control (includes temp., slump, air %, cys., and retrieval)		Bitumen Extraction (ASTM D 2172)	
Field Testing (ASTM C 31)	43.00/hr	Without gradation	180.00/ea
IDOT QA/QC Level I or II Testing	45.00/hr	With gradation	225.00/ea
Concrete Batch Plant Inspection for QA/QC	45.00/hr	Hot Bin Sieve Analysis (ASTM C 136)	48.00/ea
Transportation	0.70/mi	Bulk Specific Gravity (AASHTO T166) (ASTM D 2726)	30.00/ea
Maturity Meter Installation	45.00/hr	Core Density (minimum of 3)	35.00/ea
Maturity Meter Interpretation	85.00/hr	Percent Air Voids (ASTM D 3203)	30.00/ea
		Maximum Theoretical Specific Gravity (ASTM D 2041)	65.00/ea
<b>In-Place Testing</b>		<b>Field Services</b>	
Rebound Hammer Tests	65.00/hr	Placement observation (Includes monitoring density, estimating thickness, and recording temp)	
Coring (\$350.00 minimum)		Field Testing	43.00/hr
Field Testing (1 man crew/2 man crew)	43.00-86.00/hr	IDOT QA/QC Level I or II Testing	45.00/hr
Bit Wear	6.50/inch	Nuclear Gauge Rental	43.00/day
Equipment Rental (core rig & generator)	120.00/day	Coring (\$350.00 minimum)	
Floor Flatness Testing		Field Testing (1 man crew/2 Man crew)	43.00-86.00/hr
Floor Flatness (1 man crew)	45.00/hr	Bit Wear	4.50/inch
Floor Flatness (Dipstick)	100.00/day	Equipment Rental (Coring & Generator)	120.00
Floor Flatness Processing	.02/sq. ft..	Transportation	0.70/mi
<b>STEEL</b>		<b>FIRE RESISTANT TESTING</b>	
<b>Structural Steel Evaluations</b>		<b>Sprayed-on Fire Resistant Material</b>	
Visual Weld Inspection and/or Bolt Torque Determination		Thickness & Density Readings	45.00/hr
Field Inspection	65.00/hr	Density Calculations	25.00/ea
Transportation	0.70/mi	Transportation	0.70/mi
Equipment Rental	40.00/day		
<b>Nondestructive Testing</b>		<b>ENVIRONMENTAL SERVICES</b>	
Ultrasonic Inspection, Magnetic Particle Inspection, and/or		Environmental Services	Call for Pricing
Dye Penetrate Inspection			
Field Testing	71.00/hr		
Transportation	0.70/mi		
Equipment Rental	45.00/day		
Radiographic Inspection (2 man crew)	Upon Request		
<b>Welding Operator Qualifications and Inspection</b>			
Guided Bend Test /X-Ray	55.00 per coupon		
Welder Performance Verification			
Field Verification	71.00/hr		
Transportation	0.70/mi		

VILLAGE PRESIDENT  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Rita Baker  
Seth Speiser  
Charlie Mattern  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies

# 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

EXHIBIT F  
VILLAGE ADMINISTRATOR  
Dennis Herzing  
VILLAGE TREASURER  
Bryan A. Vogel  
PUBLIC WORKS DIRECTOR  
Ronald Dintelmann  
POLICE CHIEF  
Melvin E. Woodruff, Jr.  
VILLAGE ATTORNEY  
Weilmuenster Law Group, P.C

Legal and Ordinance Committee Meeting  
(Annexation; Building; Zoning; Subdivision)  
(Speiser/Baker/Mattern)  
Wednesday, February 6, 2013 at 4:45 p.m.

The meeting of the Legal and Ordinance Committee was called to order at 4:48 p.m. by Chairman Seth Speiser on Wednesday, February 6, 2013, in the Freeburg Municipal Center. Members attending were Chairman Seth Speiser, Trustee Rita Baker, Trustee Charlie Mattern (absent), Village Administrator Dennis Herzing and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of January 2, 2013 Minutes: Trustee Rita Baker motioned to approve the January 2, 2013 minutes and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.
2. Status of Public Hazard Homes: Seth asked for Phil to send a reminder letter to Bill Herr about the 60-day deadline to remove the mobile home. Dennis said Phil Sheets' lawyer called Attorney Manion to request a controlled burn for the Old Compton farm property north of town on Route 15. Dennis told Attorney Manion we are okay with the burn but it would have to be approved by Chief Lee Smith. Julie confirmed a letter was sent to Sheets on the Classen hom on W. Washington St.
3. Update Code Book: On hold for now.
4. Nuisance Abatement Code: Stumpf's court date has been continued to February 19<sup>th</sup> and will most likely be continued if Stumpf hires a new lawyer.
5. 101 E. Hill: Dennis said we have nothing new to report.

B. **NEW BUSINESS:** None.

C. **GENERAL CONCERNS:** None.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** Trustee Rita Baker motioned to adjourn at 4:53 p.m. and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.

  
Julie Polson  
Office Manager



VILLAGE PRESIDENT  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Rita Baker  
Seth Speiser  
Charlie Mattern  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies

# 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  
Wednesday, February 13, 2013 at 5:30 p.m.

EXHIBIT G  
VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
Melvin E. Woodruff, Jr.

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 13, 2013 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of January 9, 2013 Minutes: Trustee Ray Matchett motioned to approve the January 9, 2013 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): Ron stated he has not done anything with this. He will discuss contacting the customers about this with Dennis.
3. HAPS: Ron said we are waiting on the permit.
4. Portable Generator Replacement: Ron is obtaining prices on a replacement generator. He believes we are better off looking for a rebuilt generator rather than taking our portable ones apart.
5. Arc Flash Study: Ron said we still need to do the cutout on the doors.
7. Safety Training: Ron said we have our CPR training in February. He showed the committee the personal voltage detectors we purchased for the linemen. He is hoping to have money in the budget to purchase enough for the rest of the public works employees. We would also like to get one for the police department. We have also started a new policy where each employee signs off on receipt of safety equipment as well as the training on that equipment. John said he is holding sessions to review safety procedures every couple of weeks. Ron reported Tyler Isaak passed his second lab and will now start working on Step 3.
8. Digger truck/demo: John said the bucket truck is scheduled for its final inspection before painting on February 26-27<sup>th</sup>. We will send two linemen to inspect it and should have it two weeks after that.
9. Charter Agreement: Nothing new.
10. Wiegmann's project/Grade School project: The Wiegmann's project is ongoing. John said we have a meeting with them tomorrow morning to go over some of their issues. He said the guys have been busy with tree trimming but we should be



able to get Shane and Clark out there soon to work on the project. The school needs to bid their portion of the work.

11. Shed: The shell and roof are up. Ron is getting prices on the gutters and downspouts which will be the first thing we have to take care of. He is also getting a price to see how much it would cost to have someone do the concrete floor. The cost to install radiant heating in the floor is about \$12,000. That does not include the water supply costs. Ron checked with Grainger on hanging heaters and they cost about \$2,000 - \$2,500 for a 25,000 BTU. We would probably need 3 of those. Ron has Pat Netemeyer drawing up some sketches of the plumbing.
  12. Spreadsheet of agreements: The spreadsheet was updated to reflect the refinancing of the electric bond, the sewer machine payments, uniform agreement. Julie will get the new sewer loan on the spreadsheet which will replace the sewer loan paid off in February.
  13. Lighting on Kessler Road: John said the project is done and the item can be taken off the agenda.
  14. Risk assessment conducted by insurance company: Ron is working on the inspection books for both switchyards. Ron said he talked to IMEA about having them conduct the infrared testing. That unit is out for repair right now but we will get that scheduled. John is meeting with the insurance company representative tomorrow to take pictures, etc. We are still going to have BHM&G send us a letter with their recommendations and discuss those with our insurance company.
  15. Combustion turbine: Nothing new.
  16. APPA Legislative Rally: Julie hasn't heard from anyone. Item will be taken off the agenda.
  17. Spill containment: Spill containment areas are done.
  18. Doors at old power plant: Ron said the contract was awarded to Thermo Door and they will be replacing 5 doors.
- B. **NEW BUSINESS:**
1. Wiegmann replacement transformer: Ron said Wiegmanns' 1000 kva transformer went out a couple of weeks ago. We had to replace it with a 500 kva used transformer from Mascoutah because we didn't have a backup transformer on hand. We paid about \$5600 for that transformer. We need a spare in case anything like that happens again and included quotes from Dakota \$14,900, Solomon \$10,950 and T&R \$12,085. All are remanufactured copper primary and secondary. He then received a quote from Dakota in the amount of \$8,500 for a used remanufactured unit made with copper primary and aluminum secondary. He also checked on prices to sell the 1000 kva from Wiegmanns and Solomon bid \$3.00 per kva or \$3,000.



Trustee Steve Smith motioned to recommend to the full Board to accept Solomon's bid in the amount of \$10,950 for the purchase of a 500 kva remanufactured transformer and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.

Trustee Steve Smith motioned to recommend to the full Board that we surplus the 1,000 kva transformer back to Solomon at \$3.00 per kva and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.

Ron advised the committee he talked to Tyler Urbanski's instructor from Indiana and also IMEA regarding his training. We are going to send him back to Indiana to finish his apprentice lineman training. Once he does, the Department of Labor will then transfer him from Indiana to Illinois. Tyler will attend the next class in September.

**C. GENERAL CONCERNS:** None.

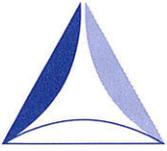
**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** Trustee Steve Smith motioned to adjourn at 6:32 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.



Julie Polson  
Office Manager



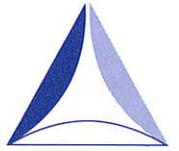


ESDA OFFICE: [618] 539-9996  
VILLAGE HALL: [618] 539-5545

# FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

*Freeburg Emergency Management Agency*

#14 SOUTHGATE CENTER  
FREEBURG, IL 62243



DIRECTOR:  
[618] 539-3764

ESDA Report to Mayor and Village Board

For Tuesday Feb. 19, 2013

1. URGENT INFORMATION FROM OUR OFFICE WEATHER INSTRUMENTATION AND THE NATIONAL WEATHER SERVICE OFFICE:

THERE IS A HIGH PROBABILITY THAT THE FREEBURG AREA WILL BE CONTENDING WITH A MAJOR WINTER STORM BY EARLY THURSDAY MORNING (Feb. 21, 2013). A large low pressure system will be forming in the upper West Coast on late Tuesday and if our wind direction remains SE for over 12 hours on Wednesday and the barometric pressure falls at a rate of .02" per hr with wind speeds in the 15-20 mph area with RL = 50% or more, this will confirm the "winter storm" you will be hearing about on the local weather forecasts. Our area would be on the "line" between heavy icing and heavy snow (thunderstorms during the snowfall). So this storm will be monitored closely with our instrumentation and SPC Winter Hazards department. I will alert via phone and e-mails to the public works department if freezing rain and icing will be the concern for us and I am sure that NWS office in St. Louis will issue a conference call to all EMA/ESDA offices by late Wednesday. This weather pattern is somewhat "classic", but its low pressure center location on Wednesday morning will be a key factor in our threat for snow/ice.

2. I got our back up VHF ESDA transceiver, for use in the clerical office for back up to our tornado warning siren system and local VHF communications with police, fire, public works, and the schools programmed for narrowband operation on our FCC licensed frequencies AT



NO COST through Wireless USA in Collinsville this past week. I will need to perform the “wiring” of the tone encoder to the Motorola unit since the wiring is different from that of the old Narrowband veritex transceiver formerly used for this purpose.

3. I am working with the local NWS office in St.Louis to have Freeburg ESDA host a severe weather “spotters training” session, known as Skywarn, during the month of March. The location of the training is first being tried for Southwestern Illinois College and if this is not possible, we will look to the Freeburg School District to again provide us with the available facilities. I will notify all when this is confirmed and the one time 2 ½ hour training is FREE from the NWS and is taught by Warning Coordinating Meteorologist James Kramper.
4. Still working on a date for the Two – Year review and update of our Village ESDA Emergency Operations Plan that will involve all emergency response departments of Freeburg Vol. Fire Department personnel, Freeburg Police Department personnel, Freeburg Public Works Department personnel, and the divisions within Freeburg ESDA of LTN, M.O.S.E.S., ARES® specific to Freeburg, and shelter managers.

Respectfully submitted by,



Eugene Kramer, Coordinator

Freeburg ESDA

Village of Freeburg – A StormReady® Community

