

REGULAR BOARD MEETING AGENDA – JULY 17, 2017 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. July 5, 2017 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for July 17, 2017 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions –
 - 11 – 1. Recommendation of Combined Planning and Zoning Board for Robert and Kathryn Monroe Rezoning Request and William Kiefer Special Use Permit Request – **Exhibit D**
12. Contracts, Releases, Agreements and Annexations – See Item 15
13. Bids –
14. Resolutions –
15. Ordinances –
 - 15 – 1. Ordinance #1631: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Annexation Agreement with Robert and Kathryn Monroe – **Exhibit E**
 - 15 – 2. Ordinance #1632: An Ordinance Annexing the Monroe Property into the Village - **Exhibit F**
 - 15 – 3. Ordinance #1633: An Ordinance Rezoning Certain Property Commonly Known as the Monroe Property from SR-1 to A - **Exhibit G**
 - 15 – 4. Ordinance #1634: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement with TWM to Update the Wastewater Facilities Plan at a cost of \$31,900 – **Exhibit H**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, July 12, 2017 – 5:30 p.m. – **Exhibit I**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, July 12, 2017 – 5:45 p.m. – **Exhibit J**
 - 19-2a. Recommend TWM to Prepare Wastewater Facilities Plan – see item #15-4 above
 - 19 – 3. Streets Committee Meeting – Wednesday, July 12, 2017 – 6:00 p.m. – **Exhibit K**
 - 19 – 4. Committee as a Whole Meeting – Wednesday, July 12, 2017 – 7:00 p.m. – **Exhibit L**
 - 19 – 5. Committee as a Whole Meeting – Monday, July 17, 2017 – 6:00 p.m. - Unavailable
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, July 26, 2017 – 5:30 p.m.
 - 20 – 2. Finance Committee Meeting – Wednesday, July 26, 2017 – 5:45 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, July 26, 2017 – 6:00 p.m.
 - 20 – 4. Board Meeting – Monday, August 7, 2017 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

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

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

EXHIBIT A
VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES WEDNESDAY, JULY 5, 2017 @ 7:30 P.M.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Wednesday, July 5, 2017, in the Freeburg Municipal Board Room.

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

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

EXHIBIT A:

Mayor Speiser stated we have the minutes of the previous Regular Board Meeting Monday, June 5, 2017 for approval.

Trustee Mathew Trout motioned to accept the minutes from the Regular Board Meeting Monday, June 5, 2017 with corrections and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.

EXHIBIT A-1:

Mayor Speiser stated we have the minutes of the previous Public Hearing Meeting Monday, June 19, 2017 for approval.

Trustee Mathew Trout motioned to accept the minutes from the Public Hearing Meeting Monday, June 19, 2017 and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

Mayor Speiser stated we have the minutes of the previous Regular Board Meeting Monday, June 19, 2017 for approval.

Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Monday, June 19, 2017 with corrections and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.

Village of Freeburg Board Meeting Minutes
Wednesday, July 5, 2017
Page 1 of 6

EXHIBIT C:

FINANCE:

1. **REVIEW OF BOARD LISTS:** Trustee Albers stated we reviewed the Board Lists. Few questions were asked and answered.

2. **REVIEW OF INVESTMENTS:** Trustee Albers stated our next CD renewal will be in December of 2017.

3. **INCOME STATEMENT:** Trustee Albers said Village Administrator Tony Funderburg suggested to the Village Board to have the Village Attorney Fred Keck to attend our committee meetings. For there are a lot stuff that comes up during our committee meetings. This way our attorney would be more aware of what is going on.

OLD BUSINESS:

1. Newsletter: The 3rd quarter newsletter has been mailed out.

2. 3-5 Year Plan/Agreement Spreadsheet: Trustee Albers stated Village Administrator Tony Funderburg has and will continue to provide an update for the 3-5 year plan.

3. Sewer Project: Trustee Albers said Public Works Director John Tolan advised us the sewer project it is close to being done.

NEW BUSINESS:

1. West Apple Street water line extension: Trustee Albers said with regard to the easement needed from the school for the West Apple Street water line extension, they will give us the easement but want one tap in for water and sewer at no cost. The committee was fine with waiving the tap on fee.

2. Regarding the Market Place: Trustee Albers stated the first 50 feet of the entrance to the Market Place belongs to us and it needs to be redone. Last year he went to the TIF group to ask if we could use the money to do it, and they were fine with the request. Also the TIF attorney said it is okay to do it. Village Administrator Funderburg said he will check with the Village Attorney Fred Keck just to make sure.

ATTORNEY'S REPORT: Mayor Speiser asked Village Administrator Tony Funderburg anything from our attorney? Village Administrator Funderburg said the attorney did get everything done that he need to. Our Attorney Fred Keck said he will attend the committee meetings.

EXHIBIT D:

ESDA REPORT: Mayor Speiser stated ESDA Coordinator Gene Kramer could not be here tonight. Please look his ESDA Report over, if you have any questions get with Gene.

PUBLIC PARTICIPATION: Mayor Speiser called for Public Participation.

1. Officer John Stanley said he just wanted to stay for the meeting and introduce himself. Officer John stated he is one of the candidates for the position of Chief of Police.

REPORTS AND CORRESPONDENCE:

1. Zoning Administrator's Report: Zoning Administrator Henning said he did place a Zoning Report in every ones mail box to be reviewed. Zoning Administrator Gary Henning said everything seems to be moving along fine. Zoning Administrator Henning said he will make a call to the resident if there is a problem first and if there is no action taken, he will then send the letter out to them. Trustee Trout asked if that was the standard letter Attorney Keck put together. Zoning Administrator Henning replied with yes.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

EXHIBIT E:

ORDINANCES: Mayor Speiser stated, we have Ordinance #1630. An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement with MEGSI.

Trustee Elizabeth Meehling motioned to adopt Ordinance #1630 by title only and Trustee Mathew Trout seconded the motion. ROLL CALL: Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT F:

Legal/Ordinance Committee Meeting:

The following item or items were talked about or discussed:

Trustee Bert Pruett called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, June 28, 2017.

Village of Freeburg Board Meeting Minutes

Wednesday, July 5, 2017

Page 3 of 6

OLD BUSIENSS:

1. Zoning Report/Nuisance Properties: Trustee Pruett said we talked about the nuisance properties with Zoning Administrator Gray Henning. Public Works Director John Tolan asked about the trailer on Main Street. Zoning Administrator Henning advised us it has been cleaned up except for a couple of small things that need to be done yet.

NEW BUSINESS:

1. Azavar Audit: Trustee Pruett said we are sending Azavar Audit a letter stating we aren't going to participate with them any longer.

2. IML Conference: Trustee Pruett said we discussed the IML Conference that is coming up. We will be sending six people to the IML Conference.

EXHIBIT G:

Personnel/Police Committee Meeting:

The following item or items were talked about or discussed:

Trustee Elizabeth Meehling called the meeting of Personnel/Police to order at 6:06 p.m. on Wednesday, June 28, 2017.

POLICE:

OLD BUSIENSS:

1. Police Department Expansion: Trustee Meehling said we talked about the expansion for the police department. Trustee Meehling stated Mayor Speiser will ask Jim to come our next committee meeting to discuss our options.

2. 2017 Eclipse Preparedness: Trustee Meehling said the village ordered 300 glasses for the eclipse, and we sold out of them in one morning. We have another 300 glasses ordered and may have to order more. Jane will keep us updated if we need more.

NEW BUSINESS:

1. Police Chief Job Description: Trustee Meehling said the deadline to turn in applications for Chief of Police position was June 30th. All of the candidates were interviewed tonight before board meeting.

We just passed an Ordinance for MEGSI renewal earlier on the agenda under Exhibit E, Ordinances.

PERSONNEL:

OLD BUSINESS: None.

NEW BUSINESS:

Trustee Meehling said Trustee Matchett brought it to our attention we neglected to ask for a pay raise for Zoning Administrator Gary Henning. At this time she would like to make a motion.

Trustee Elizabeth Meehling motioned a 2.5% raise for the Village Zoning Administrator Gary Henning retroactive from April 1, 2017 and Trustee Mathew Trout seconded the motion.

ROLL CALL: Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

Upcoming Meetings:

Combined Planning and Zoning Board Meeting – Tuesday, July 11, 2017 – 6:00 p.m.

Electric Committee Meeting – Wednesday, July 12, 2017 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, July 12, 2017 – 5:45 p.m.

Streets Committee Meeting – Wednesday, July 12, 2017 – 6:00 p.m.

Board Meeting – Monday, July 17, 2017 – 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Denise Albers – No thank you.

Trustee Elizabeth Meehling – No thank you.

Trustee Mathew (Matt) Trout – No thank you.

Village Clerk Jerry Menard – No thank you.

Trustee James (Mike) Blaies – No thank you.

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

Trustee Bert (Dean) Pruett – No thank you.

STAFF COMMENTS:

Village Administrator Tony Funderburg – We had 4 real good interviews for the Chief of Police position this evening and we hope to have something for the board real soon.

Public Works Director John Tolan – No thank you.

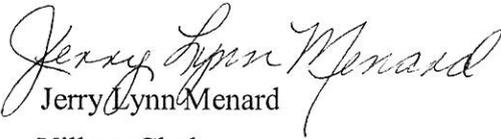
Village Zoning Administrator – He thanked the board for the raise.

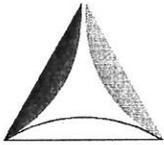
Mayor Seth Speiser – He stated we had 4 interviews tonight for chief of police position. Our goal is to narrow it down to two people with then the next day or two. Then we will have a Committee As A Whole meeting to introduce the two applicants and then we will make the decision on who will be the new Chief of Police.

ADJOURNMENT:

Mayor Speiser called for a motion to adjourn the meeting.

Trustee Mathew Trout motioned to adjourn the meeting at 7:40 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk

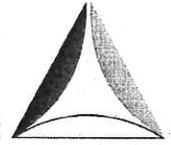


ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER
FREEBURG, IL 62243



DIRECTOR:
[618] 539-3764

Village Mayor and Board Report
for July 17, 2017

1. Will be attending Friday July 14, 2017 @ 9 AM - Illinois Emergency Management Region 8 meeting with all EMA/ESDA Coordinators in Fairview Heights-meeting to finalize information on Solar Eclipse readiness.
2. Correspondance with SIU -C, engineering department and their ARC amateur radio station activation for August 21, 2017 Solar Eclipse communication interface to obtain data on crowds, return route of exits, cell phone issues in and about the Carbondale area.
3. Delayed outdoor tornado warning test - moved to July 11th- also matched the IEMA Region 8 Starcom communications monthly test, conducted from the EOC at 10:30 AM. Also, issued original Weather Alert Midland radio obtained via STARS grant to residents of #8 Sunset Drive Apt A-couple stated with their Air Conditioning turned "on" they can not hear the outdoor tornado siren-closest unit is our Thunderbolt model located at the old power plant. Sign out sheet provided pick up of Midland Weather Alert radio.
4. Conducted County ARES® -Aux Com/RACES communications roll call test (per each Tuesday evening) at 6:45 PM from Freeburg ESDA EOC on VHF two meter SCARC repeater frequencies.
5. Conducted Nationwide SATERN (Salvation Army Team Emergency Radio Network) communications test on Thursday July 13th on 14.265 mhz USB at 0910 AM preset to nationwide communications on August 21st, if necessary -conducted from home equipment-ready to relocate if necessary to ESDA EOC.
6. Emphasis made on operation of Saturn Terrace outdoor tornado warning siren, due to its short time-less than 3 minute run time, by contact with electric department lineman Shane K. Data obtained from Blue Valley Public Safety (Federal Signal Corp. Inc. equipment vendor technician, shared with Shane. This month's test identified problem with starter/overload relay. Shane K. advised me this would be changed out before next month's test.
7. Contacted by swimming pool manager, Mr. Scott Schulz on 7/13/17- advising of need to verify my office EOC status for this date as the Freeburg Swimming Pool is having a Swim Meet and he will have a "very large" number of people at the pool until 10 PM ! He confirmed he will have the VHF radio ESDA has issued to him for use. I verified that I would make his outdoor operation priority #1 as it relates to any thunderstorm activity projected for the afternoon and night time period of his event.

Julie Polson

From: Eugene Kramer <generadio@att.net>
Sent: Thursday, July 13, 2017 3:09 PM
To: Julie Polson
Cc: Laura McGarry
Subject: Fw: THI July 12 2017
Attachments: 20170712_162519_resized.jpg

Addendum to Village Board Report - the "Temperature Humidity Index" or THI reading from Wednesday's July 12th weather instrument readings. indicating that when the air temperature is 98 Degrees F. and the relative humidity is at 43%, the air temperature to our bodies (ability to regulate temperatures) makes it feel as though it is 107 degrees F. !

Thanks,

Gene K., Coord.
Freeburg ESDA

On Wednesday, July 12, 2017 4:41 PM, generadio <generadio@att.net> wrote:

Sent from my Samsung Galaxy smartphone.

Sent from my Samsung Galaxy smartphone.

98 °F →

TEMPERATURE

OUTDOOR Trend

heat index

107 °F

43 % ↘

HUMIDITY

3

AVERAGE

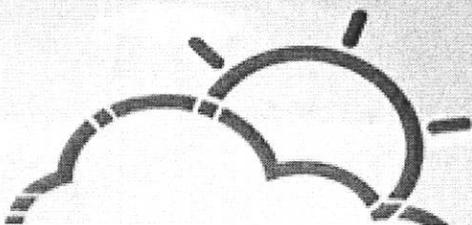
CURRENT
5
WIND

MPH

6

PEAK

TREND



VILLAGE BOARD MEETING

JULY 17TH, 2017

Gary Henning Zoning Administrator

7-Occupancy Permits issued to date in July:

4-Building Permits issued to date in July:

- 1-Electrical
- 1-New Home
- 1-Deck addition
- 1-Sign

Nuisances Corrected to date in July -- 7 (mostly grass, weeds & trash)

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

DATE: July 12, 2017

TO: Combined Planning and Zoning Board & Village Trustees

FROM: Gary Henning, Zoning Administrator

RE: Results of Combined Planning and Zoning Board - 7/11/2017
Hearing:

On July 11, 2017, a public hearing was held at the Village of Freeburg at 6:00 pm to review a request from Robert D. Monroe and Kathryn Elizabeth Monroe to rezone their property located at 3741 State Route 15, Freeburg IL, 62243 P.I.N.: 14-33.0-101-032 from SR-1 (single-family living) to A (agriculture).

After a presentation by Mr. Monroe and a discussion by the Combined Planning and Zoning Board, a motion was made to grant the request. The motion passed with a 6-1 vote granting the zoning change from SR-1 (single-family living) to A (agriculture). Those voting yes included Kevin Groth, Mike Heap, Gary Mack, David Parrish, Lee Smith and Steve Woodward-Rita Green voted no.

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

DATE: July 12, 2017

TO: Combined Planning and Zoning Board & Village Trustees

FROM: Gary Henning, Zoning Administrator

RE: Results of Combined Planning and Zoning Board -7/11/2017
Hearing:

On July 11, 2017, a public hearing was held at the Village of Freeburg at 6:15 pm to hear a request for a special use permit to operate a wood carving business at his home at 251 Urbanna Drive, Freeburg, IL 62243 located in a SR-1 Zoning District.

The hearing involved a petition by William J. Kiefer requesting a Special Use Permit pursuant to Freeburg Zoning Ordinance 40-5-5 (B), SR-1 Special Uses, Home Occupations and 40-17-4, Home Occupations.

After a presentation by Mr. Kiefer and a discussion by the Combined Planning and Zoning Board, a motion was made to grant the petition with the conditions his business hours would be limited from 9:00 am to 3:00 pm and he must follow all other Home Occupation Ordinance stipulations. The motion passed with a 7-0 vote granting the Special Use Permit. Those voting yes included Rita Green, Kevin Groth, Mike Heap, Gary Mack, David Parrish, Lee Smith and Steve Woodward.

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

ORDINANCE NO. 1631**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE ANNEXATION OF 4.95 ACRES, MORE OR LESS, OF REAL ESTATE OWNED BY ROBERT D. MONROE AND KATHRYN ELIZABETH MONROE LOCATED IN THE COUNTY OF ST. CLAIR, STATE OF ILLINOIS**

WHEREAS, at least two-thirds (2/3) of the corporate authorities holding office believe it is in the best interest of the Village of Freeburg, St. Clair County, Illinois, to enter into a certain Annexation Agreement pertaining to property consisting of approximately 4.95 acres more or less as described in the Annexation Agreement attached as "Exhibit A" and commonly known as the Monroe property; and

WHEREAS, an Annexation Agreement has been drafted, a copy of which Agreement is attached hereto and incorporated herein as "Exhibit A;" and

WHEREAS, the Petitioners as described in the Annexation Agreement and/or the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the Village did, on the 17th day of July, 2017, hold and conduct a public hearing pursuant to notice and statute to discuss the Annexation Agreement; and

WHEREAS, all other statutory procedures provided in Division 15.1 of Article II of the Illinois Municipal Code, as amended, for the execution of said Agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR, STATE OF ILLINOIS, as follows:

SECTION 1: The recitals set forth above are true and accurate and incorporated herein by reference.

SECTION 2: That the Village hereby adopts and enters into the Annexation Agreement and the Village President be and he is hereby authorized and directed to execute, and the Village Clerk is directed to attest the Annexation Agreement attached hereto dated the 17th of July, 2017 (a copy of which is attached hereto and made a part hereof as "Exhibit A).

ORDINANCE NO. 1631 cont.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 17th day of July, 2017.

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

Vote recorded by:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 17th day of July, 2017.

Seth E. Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

Village Attorney

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between Robert D. Monroe and Kathryn Elizabeth Monroe, 3741 State Route 15, Freeburg, Illinois, (hereinafter referred to as "Owners") and the VILLAGE OF FREEBURG ("Village"), a municipal corporation organization and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and Village Trustees (collectively, "Corporate Authorities").

RECITALS

- A. Owners are the owner of record of certain parcels of real property situated in St. Clair County, Illinois, which are adjacent to the Village and are more particularly described in Exhibit "A," the legal description, attached hereto and made a part hereof (the "Parcel").
- B. The Parcel consists of approximately 4.95 acres and adjoins, abuts, and is contiguous to the corporate limits of the Village.
- C. The Parcel has not been annexed to any municipality and is currently situated within unincorporated St. Clair County, Illinois.
- D. The Parcel constitutes territory that is contiguous to and may be annexed to the Village, as provided under Section 7-1-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*
- E. Owners desire to have the Parcel annexed to the Village, on the terms and conditions provided herein and to qualify for such benefits or services as such annexation may so entitle it.
- F. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Parcel to the Village would further the orderly growth of the Village, enable the Village to control the development of the Parcel, and serve the best interests of the Village.
- G. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held on July 17, 2017 pursuant to notice, all as provided by statute and the ordinances of the Village.
- H. Any fire protection district, library district and other entity or person entitled to notice prior to annexation of the Parcel to the Village have been given notice thereof by the Village as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and in compliance with ordinances, codes, and regulations of the Village in effect as of the date of this Agreement, or as may hereinafter be enacted, subsequently, the Parties hereto hereby agree as follows:

1. **Statutory Authority.** The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*

2. **Annexation.**

- a) Concurrent with this Agreement, Owners have filed with the Village Clerk a Petition for Annexation of the Parcel to the Village, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the Village. A copy of said Petition is attached hereto and made a part hereof as Exhibit "B."
- b) Owners have filed with the Village Clerk a Plat of Annexation which contains an accurate map of the Parcel, illustrated with the zoning district(s) Owners are seeking as a condition of annexation, which is attached hereto and made a part hereof as Exhibit "C" ("Annexation Plat").
- c) Subject to the terms of this Agreement, the Corporate Authorities shall hereinafter enact an ordinance annexing the Parcel to the Village ("Annexation Ordinance") which ordinance shall attach the Annexation Plat.

3. **Rezoning.** Upon the Effective Date of the Annexation Ordinance as set forth herein, the Village shall do the following:

- a) The Village shall adopt an ordinance zoning and classifying the Parcel as follows: "A"(Agricultural Use). The Parties acknowledge that prior to the effective date and execution of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning classification as to the Parcel will have been conducted upon proper notice.
- b) Except as provided herein, all future changes in land use or related activity on the Parcel, if any, shall be subject to the applicable ordinances and laws authorizing or regulating such change or activity now in effect or as amended from time to time.

4. **Water Supply/Sanitary Sewer/Electrical Service.**

- a) The Village agrees to allow the Owners to connect to the Village water system and to make that utility reasonably available to the Parcel. The Village agrees to extend a municipal water main to that area for the purpose of using said system to serve the Owners' primary residence only, via a private water line constructed by the Owners from the Parcel to the municipal water main. Said private water line construction shall comply with all standards set by the Village, and Village's Engineer of Record, IEPA, the American Water Works

Association Standards of Denver, Colorado as amended from time to time, and/or other state, federal or local regulatory agencies in effect as of the date of this agreement, and further provided the Owner bears all costs related to construction of the private line including, but not limited to, cost of labor, material, design and engineering, easement acquisition and tap-in fees.

In the event that it is determined that the Village is prohibited from extending a municipal water main to the Parcel, Owners shall have 90 days from notice of the prohibition to terminate this agreement and to file a petition to disconnect and the Village shall consent to the petition to disconnect.

- b) During the term of this Agreement, the Village agrees to allow the Owner to connect to the Village sanitary sewer system at Owner's option and Owner's expense, if and when sanitary sewer service becomes available to the Parcel. Upon expiration of this Agreement, Owner's connection obligations shall be governed by the applicable Village ordinances and policies. Any conflicting federal or state laws governing sanitary sewer connection shall supersede this paragraph.
- c) During the term of this Agreement, the Village agrees to allow the Owner to connect to the Village electric system at Owner's option and Owner's expense, if and when electric service becomes available to the Parcel. Upon expiration of this Agreement, Owner's connection obligations shall be governed by the applicable Village ordinances and policies. Any conflicting federal or state laws governing electric system connection shall supersede this paragraph.
- d) The Village shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation, caused by strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond Village's reasonable control, including but not limited to the acquisition of easements, modifications of Facilities Planning Area boundaries, Illinois Environmental Protection Agency permits or any other governmental or regulatory permit or approval.

5. **Subdivision/Dedication of Improvements.**

- a) In the event the Owners subdivide or otherwise develop the Parcel, the Owners shall dedicate to the Village, the roadways, the public improvements, the water lines, sanitary sewers and the storm sewers by recording with the St. Clair County, Illinois Recorder, in a form acceptable to the Village, the appropriate subdivision plat which dedicates the public improvements as provided herein. Nothing herein shall require the Village to accept such improvements for maintenance or liability that are not in satisfaction of the

Village's specifications or that have not been inspected, approved and accepted by the Village.

- b) The Owners shall grant to the Village nonexclusive utility easements ("Utility Easements") for maintenance and repair of the aforesaid utilities to be constructed on the Parcel and dedicated to the Village as shown on the Final Plat, and any other easements the Village may reasonably require for municipal purposes.
- c) The Owners shall pay all development fees including but not limited to green space fees, plat review fees, completion and maintenance security for dedicated public improvements and normal and customary building permits, relative to development of the Parcel as set forth in the Code of Ordinances of the Village of Freeburg, as amended from time to time.

6. **Miscellaneous.**

- a) Notwithstanding any other provision contained herein to the contrary, with respect to the Parcel, this Agreement shall be effective for a term of ten (10) years from the date hereof, provided that any continuing obligations to the Village shall survive any termination or expiration to the extent consistent with 65 ILCS 5/11-15.1-1.
- b) This Agreement shall bind the heirs, successors, and assigns of the Owners, the Village, the Corporate Authorities and their successors in office. This Agreement shall inure to the benefit of the Parties hereof, their successors and assigns. This Agreement and the obligations of Owners hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded. Upon annexation, Owners shall comply with all ordinances of the Village, as adopted or amended from time to time.
- c) Nothing herein shall in any way prevent the alienation, encumbrance or sale of the Parcel or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- d) Within thirty (30) days after the passage, approval and adoption of an ordinance of annexation by the Village, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Village in the Office of the Recorder of St. Clair County, Illinois.
- e) Except as otherwise expressly provided herein, Owners shall comply in all respects with the applicable provisions of the Village of Freeburg Municipal Code, whether or not any of such ordinances are amended after the date hereof.

- f) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.
- g) It is understood by the Parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.
- h) The undersigned persons, whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation or other entity indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation or other entity as their own free acts and deeds and/or the free acts and deeds of such municipal corporation or other entity after opportunity to consult with legal counsel.
- i) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.
- j) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail, return receipt requested, to the respective parties at their addresses listed below:

If to the Village:

Village of Freeburg, Illinois
Freeburg Municipal Center
14 Southgate Center
Freeburg, IL 62243
Attention: Mayor

With a copy to:

Mr. Fred Keck
Weilmuenster & Keck, P.C.
3201 W. Main Street
Belleville, IL 62226

If to the Owner:

Mr. and Mrs. Robert Monroe
3741 State Route 15
Freeburg, IL 62243

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

VILLAGE:

VILLAGE OF FREEBURG
A Municipal Corporation,
County of St. Clair
State of Illinois

ATTEST:

Jerry Menard
Village Clerk

Seth E. Speiser
Village President

OWNERS:

Robert D. Monroe

Kathryn Elizabeth Monroe

LIST OF EXHIBITS

- A. Legal Description of Parcel
- B. Petition for Annexation
- C. Annexation Plat

EXHIBIT A

Legal Description of Parcel

**3741 State Route 15
Freeburg, Illinois
P.I.N.: 14-33.0-101-032**

Part of Lots 1 and 2 of 'WHITESIDE'S PLACE', a subdivision of part of the northeast quarter of the northwest quarter of Section 33, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 104 on page 44, being more particularly described as follows:

Beginning at an iron pipe in concrete at the northwest corner of Lot 2 of the above referenced 'WHITESIDE'S PLACE'; thence on a record bearing of North 88 degrees 51 minutes 02 seconds East on the north line of Lot 2, a distance of 93.74 feet to an iron pin at the northwest corner of Lot 1 of WHITESIDE'S PLACE"; South 00 degrees 42 minutes 09 seconds East on the west line of Lot 1, a distance of 104.95 feet to an iron pin; thence South 10 degrees 15 minutes 23 seconds West, a distance of 240.05 feet to an iron pin at the southwest corner of Lot 1; thence North 88 degrees 51 minutes 02 seconds East on the south line of Lot 1, a distance of 272.00 feet to a point; thence South 00 degrees 23 minutes 00 seconds East on a line 25.0 feet west of and parallel with the east line of Lot 2, a distance of 250.00 feet to a point; thence North 88 degrees 51 minutes 02 seconds East, a distance of 25.00 feet to a point on the east line of Lot 2; thence South 00 degrees 23 minutes 00 seconds East on the east line of Lot 2, a distance of 312.71 feet to an iron pin at the southeast corner of Lot 2; thence South 88 degrees 51 minutes 02 seconds West, a distance of 347.00 feet to an iron pin at the southwest corner of Lot 2; thence North 00 degrees 23 minutes 00 seconds West on the west line of Lot 2, a distance of 903.00 feet to the point of beginning, containing 4.95 acres, more or less.

Permanent parcel number: 14-33.0-101-032

PETITION FOR ANNEXATION (Monroe)

To: The Mayor and Board of Trustees
of the Village of Freeburg
St. Clair County, Illinois

The Petitioners, Robert D. Monroe and Kathryn Elizabeth Monroe, respectively state under oath:

1. Petitioners are the sole legal and equitable owners of record of the following described land (hereinafter sometimes referred to as the "Tract"), to-wit:

Part of Lots 1 and 2 of "WHITESIDE'S PLACE", a subdivision of part of the northeast quarter of the northwest quarter of Section 33, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 104 on page 44, being more particularly described as follows:

Beginning at an iron pipe in concrete at the northwest corner of Lot 2 of the above referenced 'WHITESIDE'S PLACE'; thence on a record bearing of North 88 degrees 51 minutes 02 seconds East on the north line of Lot 2, a distance of 93.74 feet to an iron pin at the northwest corner of Lot 1 of "WHITESIDE'S PLACE"; South 00 degrees 42 minutes 09 seconds East on the west line of Lot 1, a distance of 104.95 feet to an iron pin; thence South 10 degrees 15 minutes 23 seconds West, a distance of 240.05 feet to an iron pin at the southwest corner of Lot 1; thence North 88 degrees 51 minutes 02 seconds East on the south line of Lot 1, a distance of 272.00 feet to a point; thence South 00 degrees 23 minutes 00 seconds East on a line 25.0 feet west of and parallel with the east line of Lot 2, a distance of 250.00 feet to a point; thence North 88 degrees 51 minutes 02 seconds East, a distance of 25.00 feet to a point on the east line of Lot 2; thence South 00 degrees 23 minutes 00 seconds East on the east line of Lot 2, a distance of 312.71 feet to an iron pin at the southeast corner of Lot 2; thence South 88 degrees 51 minutes 02 seconds West, a distance of 347.00 feet to an iron pin at the southwest corner of Lot 2; thence North 00 degrees 23 minutes 00 seconds West on the west line of Lot 2, a distance of 903.00 feet to the point of beginning, containing 4.95 acres, more or less.

Permanent parcel number: 14-33.0-101-032

2. The tract is not situated within the limits of any municipality but is contiguous to the Village of Freeburg.
3. That Petitioners represent are the sole electors residing on the tract.
4. It is the desire of the Petitioners and it would be in the best interest of the Village of Freeburg, Illinois, that said tract be annexed to the Village of Freeburg, Illinois, and made a part thereof, with the zoning classification of "A" (Agricultural District).

WHEREFORE PETITIONERS RESPECTFULLY REQUEST:

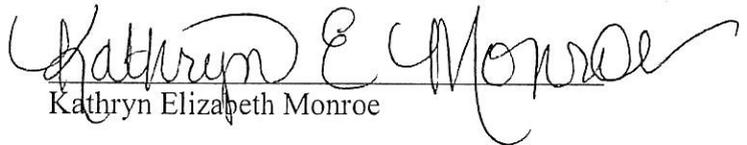
1. That the above described tract be annexed to the Village of Freeburg by ordinance of the President and Board of Trustees of the Village of Freeburg pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois as amended (65 ILCS 5/6-1-8).

2. That such other action be taken as is appropriate in the premises.

Dated this 17 day of June, 2016.

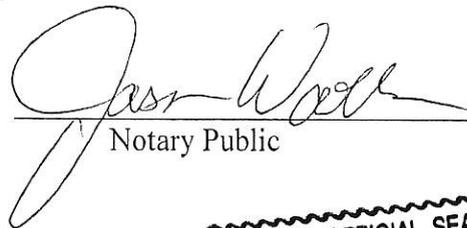


Robert D. Monroe

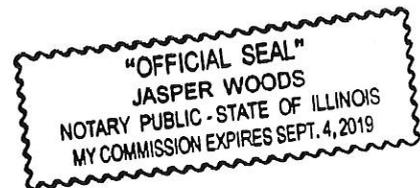


Kathryn Elizabeth Monroe

Subscribed to and sworn to before me this 17 day of June, 2016.



Notary Public



ANNEXATION PLAT

ORDINANCE NO. _____

FREEBURG, ILLINOIS

PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 33
T. 1 S., R. 7 W. OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS

EXISTING "A"

PHILLIP FUESSER TRACTS
AREA NOT IN FREEBURG LIMITS
3 4 5

A.P.
PART LOT 6

EXISTING SR-1
GAIN'S SUBDIVISION
4 3 2

URBANNA

DRIVE

R.O.W.
(ILLINOIS ROUTE 15)

PLAT BOOK 53, PAGE 23

R.O.W.
EXISTING FREEBURG CORPORATE LIMITS

N.W. 1/4, N.W. 1/4,
SECTION 33

EXISTING "A"

EXISTING SR-1

W. LINE N.E. 1/4, N.W. 1/4, SEC. 33

LOT 1
PLACE
PAGE 44

AREA NOT IN FREEBURG
CORPORATE LIMITS

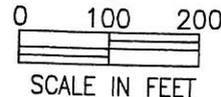
WHITESIDE'S
PLAT BOOK 104
PROPOSED

N.E. 1/4, N.W. 1/4, SECTION 33

S.W. CORNER
N.E. 1/4, N.W. 1/4
SECTION 33

EXISTING FREEBURG
CORPORATE LIMITS

EXISTING "A"



LEGEND

- EXISTING CORPORATE LIMITS OF FREEBURG
- EXISTING ZONE DISTRICT BOUNDARY
- PROPOSED CORPORATE LIMITS OF FREEBURG
- PROPOSED ANNEXATION

I DO HEREBY CERTIFY THAT THIS
ANNEXATION PLAT HAS BEEN PREPARED
UNDER MY DIRECT SUPERVISION



Gale E. Hake

5/27/16

GALE E. HAKE, I.P.L.S. NO. 2579
LICENSE EXPIRATION DATE: 11/30/2016

DATE



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
FREEBURG, ILLINOIS CENTRALIA, ILLINOIS
(618) 539-3178 (618) 532-1992
IL LICENSE NO. 184-000287

ORDINANCE NO. 1632**AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS THE "MONROE PROPERTY" TO AND IN THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS**

WHEREAS, the property owners of certain territory, which is not within the corporate limits of any municipality, but which is contiguous to the Village of Freeburg, have filed a written Petition with the Village of Freeburg requesting that said territory be annexed to the Village of Freeburg, Illinois, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, the property owners are all of the electors, and, electors, Robert D. Monroe and Kathryn Elizabeth Monroe are residing on said territory; and

WHEREAS, the map attached hereto, marked "Exhibit B," is an accurate map of said territory so sought to be annexed; and

WHEREAS, in compliance with the Laws of the State of Illinois providing therefore, notice was given to the Trustees of the Freeburg Fire Protection District, the Freeburg Township Supervisor, the Trustees of Freeburg Township and the Highway Commissioner of Freeburg Township, in the manner provided by Statute, and all required notices have heretofore been given as required by law concerning the petition for annexation of this territory to the Village of Freeburg;

WHEREAS copies of such notices and affidavits of service of notices will be recorded in the Office of the Recorder of Deeds of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically 65 ILCS, para. 5/7-1-1.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR, STATE OF ILLINOIS, as follows:

SECTION 1: That the following territory be and the same is hereby annexed and made a part of the Village of Freeburg, Illinois, in accordance with the Petition duly filed with the Village of Freeburg, requesting annexation:

See legal description attached hereto as "Exhibit C"

SECTION 2: That the described territory of land be and the same is hereby established in the zoning classification of "SR-1" as an automatic zoning classification upon annexation. Said classification shall apply to the territory described as it has been established and is classified for zoning in the Village of Freeburg, St. Clair County, Illinois. The Village shall, however, as a condition of annexation pass and approve an ordinance rezoning the territory "A" (Agricultural).

ORDINANCE NO. 1632 cont.

SECTION 3: That the map attached hereto marked "Exhibit B," and made a part hereof, which is found to be an accurate map of the annexed territory, shall be filed of record with this Ordinance.

SECTION 4: That the Village Clerk is hereby directed to record with the St. Clair County Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the exhibits appended to this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 17th day of July, 2017.

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

Vote recorded by:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 17th day of July, 2017.

Seth E. Speiser, Village President

ATTEST:

Approval as to Legal Form:

Jerry Menard, Village Clerk

Village Attorney

**PETITION FOR THE ANNEXATION
OF THE MONROE PROPERTY
TO THE VILLAGE OF FREEBURG, ILLINOIS**

NOTICE

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the sole owners of record and at least fifty-one percent (51%) of the electors of the following described territory have filed a Petition for Annexation (pursuant to 65 ILCS 5/7-1-1 et seq.) with the Village Clerk of the Village of Freeburg, requesting the annexation of the territory described as follows:

Part of Lots 1 and 2 of "WHITESIDE'S PLACE", a subdivision of part of the northeast quarter of the northwest quarter of Section 33, Township1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 104 on page 44, being more particularly described as follows:

Beginning at an iron pipe in concrete at the northwest corner of Lot 2 of the above referenced 'WHITESIDE's place'; thence on a record bearing of North 88 degrees 51 minutes 02 seconds East on the north line of Lot 2, a distance of 93.74 feet to an iron pin at the northwest corner of Lot 1 of "WHITESIDE'S PLACE"; South 00 degrees 42 minutes 09 seconds East on the west line of Lot 1, a distance of 104.95 feet to an iron pin, thence South 10 degrees 15 minutes 23 seconds West, a distance of 240.05 feet to an iron pin at the southwest corner of Lot 1; thence North 88 degrees 51 minutes 02 seconds East on the south line of Lot 1, a distance of 272.00 feet to a point; thence South 00 degrees 23 minutes 00 seconds East on a line 25.0 feet west of and parallel with the east line of Lot 2, a distance of 250.00 feet to a point; thence North 88 degrees 51 minutes 02 seconds East, a distance of 25.00 feet to a point on the east line of Lot 2; thence South 00 degrees 23 minutes 00 seconds East on the east line of Lot 2, a distance of 312.71 feet to an iron pin at the southeast corner of Lot 2; thence South 88 degrees 51 minutes 02 seconds West, a distance of 347.00 feet to an iron pin at the southwest corner of Lot 2; thence North 00 degrees 23 minutes 00 seconds West on the west line of Lot 2, a distance of 903.00 feet to the point of beginning, containing 4.95 acres, more or less.

PIN: 14-33.0-101-032

The property is commonly known as 3741 State Route 15, Freeburg, IL.

Said Petition has been filed in the Village Clerk's Office on June 17, 2016.

An ordinance to annex said property will be presented to the corporate authorities of the Village of Freeburg, St. Clair County, Illinois at the regular Village Board meeting on Monday, July 17, 2017 at 7:30 p.m. at the Freeburg Municipal Center, 14 Southgate Center, Freeburg,

Illinois.

Dated: 6/20/17

VILLAGE OF FREEBURG, ILLINOIS

By: _____

Fred Keck
Village Attorney

VILLAGE OF FREEBURG, ILLINOIS
14 Southgate Center
Freeburg, IL 62243
Telephone: 618/539-5545

PETITION FOR ANNEXATION)
OF TERRITORY KNOWN AS THE)
MONROE PROPERTY)
3741 STATE ROUTE 15)
TO THE VILLAGE) ORDINANCE NO. 1632
OF FREEBURG, ILLINOIS)

AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

Affiant, JULIE POLSON, being first duly sworn on her oath, states:

1. That she is the Office Manager for the Village of Freeburg, Illinois.
2. That the territory sought to be annexed and fully described in Exhibit "A" lies within the following fire protection district: Freeburg Fire Protection District.
3. That on June 29, 2017, Affiant sent notices in writing by certified mail to the following Freeburg Board of Township Trustees:

Roger Rubemeyer, 32 Lakeview Drive, Freeburg, IL 62243
Phil Krieg, 5509 Barber Lane, Freeburg, IL 62243
Tony Miller, 722 Meadow Brook Drive, Freeburg, IL 62243
Kenneth Bald, 568 Cemetery Road, Freeburg, IL 62243
4. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the Township Supervisor: Charles H. Hill, 405 N. Edison, Freeburg, IL 62243;
5. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the Township Clerk: Marianne Recker, 8960 Jacks Run Road, Freeburg, IL 62243;
6. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the Township Highway Commissioner: Dale A. Recker, 8942 Jacks Run Road, Freeburg, IL 62243;
7. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the St.

Clair County Highway Department: 1415 N. Belt West, Belleville, IL 62226;

8. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the Freeburg Area Library: 407 S. Belleville, Freeburg, IL 62243;

9. That on June 29, 2017, Affiant sent a notice in writing by certified mail to the Freeburg Fire Protection District: 410 W. High Street, Freeburg, IL 62243;

10. That receipts were returned to Affiant showing delivery of notices to Dale Recker, Marianne Recker, Tony Miller and Freeburg Area Library on July 1, 2017.

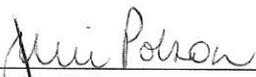
11. That a receipt was returned to Affiant showing delivery of notice to St. Clair County Highway Department on July 3, 2017.

9. That receipts were returned to Affiant showing delivery of notices to Charles Hill and Freeburg Fire Protection District on July 6, 2017.

10. That a receipt was returned to Affiant showing delivery of notice to Kenneth Bald on July 12, 2017.

11. That receipts were returned to Affiant showing delivery of notices to Philip Krieg and Roger Rubemeyer with no date annotated.

Further Affiant sayeth naught.



Julie Polson
Office Manager

Subscribed and sworn to before me this 13th day of July, 2017.



Notary Public

OFFICIAL SEAL
DEBORAH A. PIERCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/21/20

ANNEXATION PLAT

ORDINANCE NO. 1632

FREEBURG, ILLINOIS

PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 33
T. 1 S., R. 7 W. OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS

EXISTING "A"

PHILLIP FUESSER TRACTS
AREA NOT IN FREEBURG LIMITS
3 4 5

A.P.
PART LOT 6

EXISTING SR-1
GAIN'S SUBDIVISION
4 3 2

URBANNA DRIVE

R.O.W.
(ILLINOIS ROUTE 15)

PLAT BOOK 53, PAGE 23

R.O.W. EXISTING FREEBURG CORPORATE LIMITS

N.W. 1/4, N.W. 1/4,
SECTION 33

AREA NOT IN FREEBURG
CORPORATE LIMITS

N.E. 1/4, N.W. 1/4, SECTION 33

EXISTING "A"

EXISTING SR-1

W. LINE N.E. 1/4, N.W. 1/4, SEC. 33

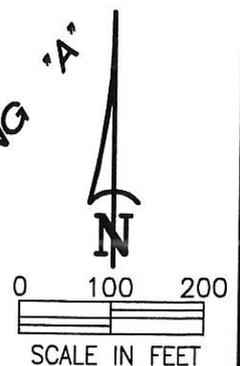
PROPOSED

WHITESIDE'S
PLAT BOOK 104,
LOT 1
PLACE PAGE 44
LOT 2

EXISTING "A"

S.W. CORNER
N.E. 1/4, N.W. 1/4
SECTION 33

EXISTING FREEBURG
CORPORATE LIMITS



LEGEND

- EXISTING CORPORATE LIMITS OF FREEBURG
- EXISTING ZONE DISTRICT BOUNDARY
- PROPOSED CORPORATE LIMITS OF FREEBURG
- PROPOSED ANNEXATION

I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION



Gale E Hake
GALE E. HAKE, I.P.L.S. NO. 2579
LICENSE EXPIRATION DATE: 11/30/2016

5/27/16
DATE



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
FREEBURG, ILLINOIS CENTRALIA, ILLINOIS
(618) 539-3178 (618) 532-1992
IL LICENSE NO. 184-000287



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

Village of Freeburg

Description for Robert D. and Kathryn Elizabeth Monroe Annexation

May 12, 2016

Part of Lots 1 and 2 of "WHITESIDE'S PLACE", a subdivision of part of the northeast quarter of the northwest quarter of Section 33, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 104 on page 44, being more particularly described as follows:

Beginning at an iron pipe in concrete at the northwest corner of Lot 2 of the above referenced "WHITESIDE'S PLACE"; thence on a record bearing of North 88 degrees 51 minutes 02 seconds East on the north line of Lot 2, a distance of 93.74 feet to an iron pin at the northwest corner of Lot 1 of "WHITESIDE'S PLACE"; South 00 degrees 42 minutes 09 seconds East on the west line of Lot 1, a distance of 104.95 feet to an iron pin; thence South 10 degrees 15 minutes 23 seconds West, a distance of 240.05 feet to an iron pin at the southwest corner of Lot 1; thence North 88 degrees 51 minutes 02 seconds East on the south line of Lot 1, a distance of 272.00 feet to a point; thence South 00 degrees 23 minutes 00 seconds East on a line 25.0 feet west of and parallel with the east line of Lot 2, a distance of 250.00 feet to a point; thence North 88 degrees 51 minutes 02 seconds East, a distance of 25.00 feet to a point on the east line of Lot 2; thence South 00 degrees 23 minutes 00 seconds East on the east line of Lot 2, a distance of 312.71 feet to an iron pin at the southeast corner of Lot 2; thence South 88 degrees 51 minutes 02 seconds West, a distance of 347.00 feet to an iron pin at the southwest corner of Lot 2; thence North 00 degrees 23 minutes 00 seconds West on the west line of Lot 2, a distance of 903.00 feet to the point of beginning, containing 4.95 acres, more or less.

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

ORDINANCE NO. 1633**AN ORDINANCE AMENDING THE FREEBURG ZONING ORDINANCE
FOR THE PURPOSE OF REZONING CERTAIN PROPERTY
COMMONLY KNOWN AS THE MONROE PROPERTY**

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

WHEREAS, the Village Combined Planning and Zoning Board has complied with the provisions of 65 ILCS 5/11-13-14 and Article 40-23-1 of the Freeburg Zoning Ordinance regarding amendments of regulations and zoning districts by holding a public hearing on July 11, 2017 to consider the request for a rezoning of certain property owned by Robert D. Monroe and Kathryn Elizabeth Monroe, pursuant to notice as required by statute; and

WHEREAS, the property owners of certain property commonly known as the Monroe Property consisting of 4.95 acres in the Village of Freeburg, Illinois have filed an application for rezoning the Property from SR-1 to A (Agricultural);

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

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

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

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

Section 1: The Village of Freeburg Zoning Ordinance is hereby amended to change the zoning classification from Residential (SR-1) to A (Agricultural) on a tract of land consisting of approximately 4.95 acres in accordance with the map attached hereto as Exhibit A and as more particularly described herein on Exhibit B.

See legal description attached hereto as Exhibit B and incorporated herein as if fully set forth.

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

ORDINANCE NO. 1633 cont.

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

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

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 17th day of July, 2017.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Approved this 17th day of July, 2017.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

ANNEXATION PLAT

ORDINANCE NO. _____

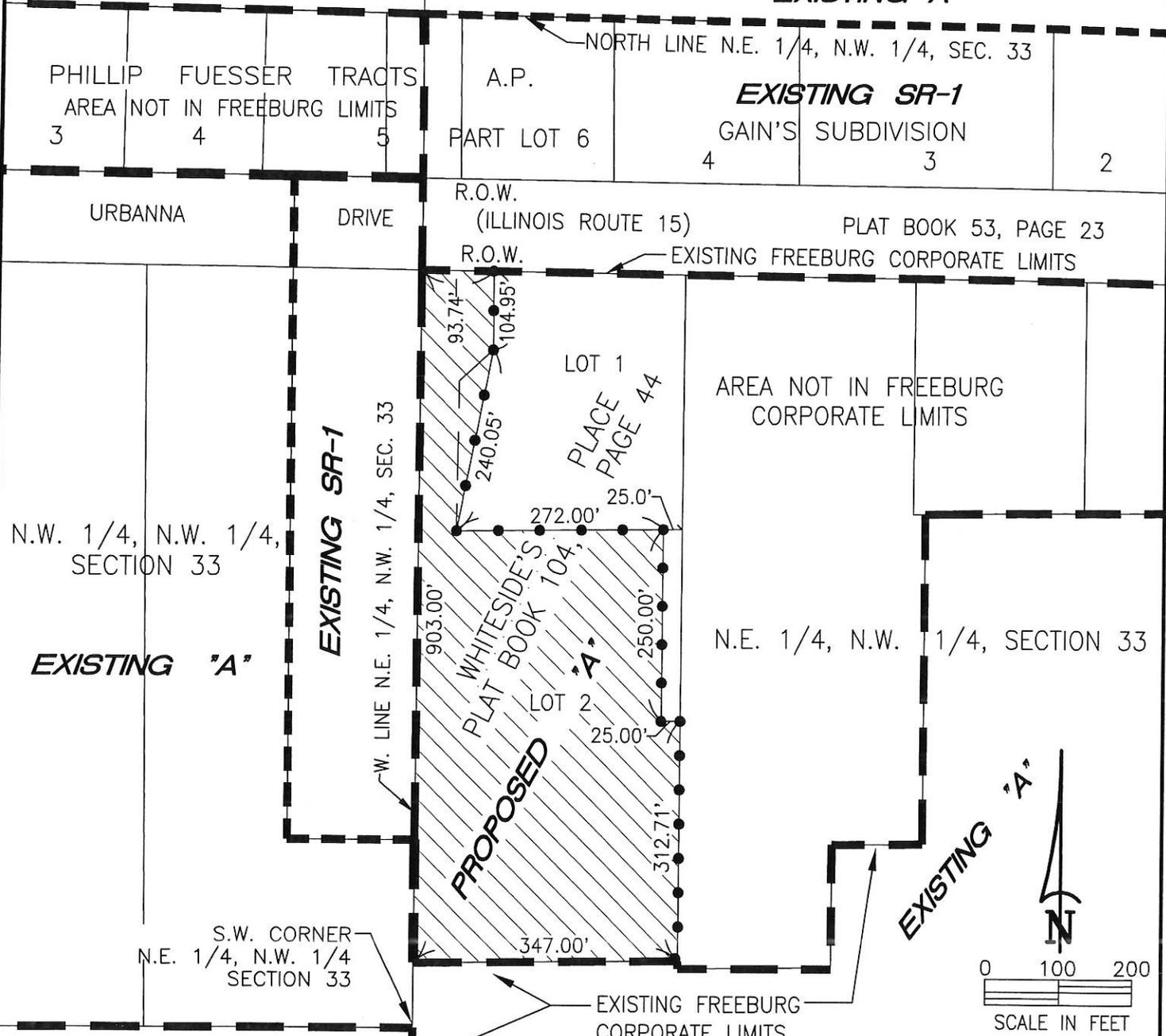
FREEBURG, ILLINOIS

PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 33

T. 1 S., R. 7 W. OF THE 3RD P.M.

ST. CLAIR COUNTY, ILLINOIS

EXISTING "A"



EXISTING SR-1

GAIN'S SUBDIVISION

PLAT BOOK 53, PAGE 23

EXISTING FREEBURG CORPORATE LIMITS

AREA NOT IN FREEBURG CORPORATE LIMITS

N.E. 1/4, N.W. 1/4, SECTION 33

EXISTING "A"

EXISTING SR-1

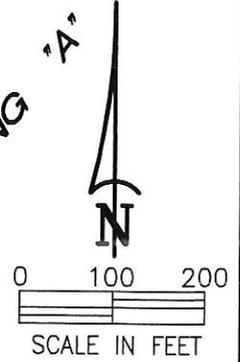
W. LINE N.E. 1/4, N.W. 1/4, SEC. 33

PROPOSED

EXISTING "A"

S.W. CORNER N.E. 1/4, N.W. 1/4 SECTION 33

EXISTING FREEBURG CORPORATE LIMITS



LEGEND

- EXISTING CORPORATE LIMITS OF FREEBURG
- EXISTING ZONE DISTRICT BOUNDARY
- PROPOSED CORPORATE LIMITS OF FREEBURG
- PROPOSED ANNEXATION

I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION

Gale E Hake

5/27/16



GALE E. HAKE, I.P.L.S. NO. 2579 DATE
LICENSE EXPIRATION DATE: 11/30/2016



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
FREEBURG, ILLINOIS CENTRALIA, ILLINOIS
(618) 539-3178 (618) 532-1992
IL LICENSE NO. 184-000287



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

Village of Freeburg

Description for Robert D. and Kathryn Elizabeth Monroe Annexation

May 12, 2016

Part of Lots 1 and 2 of "WHITESIDE'S PLACE", a subdivision of part of the northeast quarter of the northwest quarter of Section 33, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 104 on page 44, being more particularly described as follows:

Beginning at an iron pipe in concrete at the northwest corner of Lot 2 of the above referenced "WHITESIDE'S PLACE"; thence on a record bearing of North 88 degrees 51 minutes 02 seconds East on the north line of Lot 2, a distance of 93.74 feet to an iron pin at the northwest corner of Lot 1 of "WHITESIDE'S PLACE"; South 00 degrees 42 minutes 09 seconds East on the west line of Lot 1, a distance of 104.95 feet to an iron pin; thence South 10 degrees 15 minutes 23 seconds West, a distance of 240.05 feet to an iron pin at the southwest corner of Lot 1; thence North 88 degrees 51 minutes 02 seconds East on the south line of Lot 1, a distance of 272.00 feet to a point; thence South 00 degrees 23 minutes 00 seconds East on a line 25.0 feet west of and parallel with the east line of Lot 2, a distance of 250.00 feet to a point; thence North 88 degrees 51 minutes 02 seconds East, a distance of 25.00 feet to a point on the east line of Lot 2; thence South 00 degrees 23 minutes 00 seconds East on the east line of Lot 2, a distance of 312.71 feet to an iron pin at the southeast corner of Lot 2; thence South 88 degrees 51 minutes 02 seconds West, a distance of 347.00 feet to an iron pin at the southwest corner of Lot 2; thence North 00 degrees 23 minutes 00 seconds West on the west line of Lot 2, a distance of 903.00 feet to the point of beginning, containing 4.95 acres, more or less.

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

ORDINANCE NO. 1634

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND THOUVENOT, WADE & MOERCHEN, INC., REGARDING A WASTEWATER TREATMENT FACILITY PLAN

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 agreement for Professional Engineering Services with Thouvenot, Wade & Moerchen, Inc., (TWM), relative to the Wastewater Treatment Facility Plan at a lump sum cost of \$31,900; and

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village for TWM to prepare and submit to IEPA, a Wastewater Treatment Facilities Plan which will provide the Village of Freeburg with a feasible implementation plan and IEPA approval to proceed with the design and construction phase of the project.

WHEREAS, TWM's proposed plan will also meet the planning requirements necessary for the Village of Freeburg to acquire an IEPA Low Interest Loan from the State of Illinois IEPA Low-Interest Revolving Loan Program to finance Step 2 and Step 3 costs; 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 Contract 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 Contract Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 17th DAY OF JULY, 2017.

ORDINANCE NO. 1634 cont.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Approved this 17th day of July, 2017.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney

AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, made as of _____ between the Village of Freeburg, whose mailing address is 114 Southgate Center, Freeburg, Illinois 62243, hereinafter known as **OWNER** and Thouvenot, Wade & Moerchen, Inc., whose mailing address is 4940 Old Collinsville Road, Swansea, Illinois 62226, hereinafter known as **ENGINEER**. **OWNER** intends to prepare and submit to the IEPA (Illinois Environmental Protection Agency), a Wastewater Treatment Facility Plan. Said Facility Plan is Step 1 in the IEPA three step process to construct and obtain a NPDES (National Pollutant Discharge Elimination System) permit for improvements and expansion to the Village of Freeburg West Wastewater Treatment Facility, located at 5516 Willow Springs Lane, as situated near Apple Street. When completed and submitted by the **ENGINEER**, and subsequently approved by the IEPA, said Facility Plan shall provide the **OWNER** with a feasible implementation plan and IEPA approval to proceed with IEPA Step 2 (Design Phase) and Step 3 (Construction Phase). Said Wastewater Treatment Facility Plan shall also meet the planning requirements necessary for the **OWNER** to acquire an IEPA Low Interest Loan from the State of Illinois IEPA Low-Interest Revolving Loan Program to finance Step 2 and Step 3 costs.

OWNER and **ENGINEER** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **ENGINEER** and the payment for those services by **OWNER** as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 **ENGINEER** shall provide for **OWNER** professional engineering services in all phases of the **Project** to which this Agreement applies as hereinafter provided. These services will include serving as **OWNER**'s professional engineering representative for the **Project**, providing professional engineering consultation and advice and furnishing customary environmental engineering services.

1.1.2 The **ENGINEER** agrees to take affirmative steps to assure that small, minority, and women's business enterprises are utilized when possible as sources of suppliers, equipment, construction and services in accordance with Part 35.3145 (d). As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% of MBE's and 12% for WBE's.

1.2 IEPA Facility Plan

The Facility Plan will be completed in conformance with the Illinois Environmental Protection Agency's requirements for Step 1 Facility Plans as prepared by Thouvenot, Wade & Moerchen, Inc.

Services performed under this Step 1 Phase will include:

- 1.2.1** Introduction of the Village's background information including location, historical population, makeup of customer base, conditions affecting growth, and 20 year design population/customer base.
- 1.2.2** Detailed description of the existing collection system and treatment facilities, along with a clear identification for the need of the proposed project(s), as provided by the Village from previous planning documents.
- 1.2.3** The discharge from the existing West Wastewater Treatment Facility is the Kinney Branch to Richland Creek. According to the Illinois' 2014 303(d) List, Kinney Branch is listed as an impaired waterway. The Facility Plan will review information regarding an anti-degradation analysis pursuant to Ill. Adm. Code 35 Section 302.105 for a new or modified NPDES Permit.
- 1.2.4** Discussion of existing and proposed NPDES Permit limits. Detailed discussion of the chosen alternative's capability to maintain compliance with all applicable laws and regulations in addition to addressing the identified system need(s).
- 1.2.5** Basis of Design for Chosen Alternative. The preliminary engineering data will include, to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. to demonstrate that the proposed project will be designed in accordance with 35 Ill. Adm Code 370.
- 1.2.6** Cost & Effectiveness Analysis. Prior to choosing a methodology for attaining the project's goal, both the cost and effectiveness of various alternatives were evaluated.
- 1.2.7** Inventory of environmental impacts of chosen alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts.
- 1.2.8** Reproducible 8.5 x 11-inch map(s) showing the project(s) location(s) relative to the community.

- 1.2.9 Detailed cost estimate for the alternative selected, including both capital and O, M & R costs over the 20-year planning period. The estimate will include cost items for design engineering, construction engineering, bidding, legal, construction and contingency.
- 1.2.10 Implementation plan for the proposed project including the anticipated construction schedule, the financial schedule, including necessary financial arrangements for assuring adequate annual debt service and O,M & R coverage requirements and a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.
- 1.2.11 Detailed description of the existing residential rate structure, average water consumption or the basis for billing, current average monthly residential bill, any proposed rate changes and the proposed average monthly residential bill as a result of the project(s).

Three Copies of the Facilities Plan and related documents will be submitted to Infrastructure Financial Assistance Section (IFAS), Illinois Environmental Protection Agency

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **ENGINEER** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7 inclusive. These services are not included as part of Basic Services except to the extent provided in paragraphs 1.1 and 1.2; these will be paid for by **OWNER** as indicated in Section 5.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the **Project** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.
- 2.1.2 Providing renderings or models for **OWNER's** use.
- 2.1.3 Preparing alternate planning documents requested by **OWNER** after submission of Facility Plan to the IEPA for approval.
- 2.1.4 Assisting the **OWNER** with services for easement acquisitions and/or negotiations for real estate purchases.
- 2.1.5 Preparation of operating, maintenance and staffing manuals.
- 2.1.6 Preparation of modified or new NPDES permit.
- 2.1.7 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.
- 2.1.8 Additional services in connection with the **Project**, including services that are to be furnished by **OWNER** in accordance with Section 3, and services not otherwise provided for in this Agreement.
- 2.1.9 Conducting any IEPA required Sewer System Evaluation Survey (SSES) or Fiscal Sustainability Plan (FSP).

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER**.

- 3.1 Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.
- 3.2 Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which **OWNER** will require to be included in the **Project**.
- 3.3 Assist **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the **Project** including previous reports and any other data relative to design or construction of the **Project**.
- 3.4 Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.

- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advise of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the **Project** and such approvals and consents from others as may be necessary for completion of the **Project**.
- 3.8 Furnish, or direct **ENGINEER** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.9 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **Project**.
- 4.2 After acceptance by **OWNER** of the **ENGINEER's** Facility Plan and issuance of an IEPA approval, the services to be rendered under this contract shall be considered complete.
- 4.3 If **OWNER** has requested significant modifications or changes in the general scope, extent or character of the **Project**, the time of performance of **ENGINEER's** services shall be adjusted equitably.
- 4.4 This contract shall remain in force for a period of 15 months or until IEPA approval for the Facility Plan has been issued.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

5.1.1 For Basic Services. **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1.

Lump sum fee \$31,900.

5.1.2 Other Provisions Concerning Payments

If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty days after receipt of **ENGINEER'S** statement therefor, **ENGINEER** has the right to increase the amounts due at the rate of 1% per month from said thirtieth day, and in addition, **ENGINEER** may after giving seven days written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

5.1.3 For Additional Services. **Owner** shall pay **ENGINEER** for Additional services rendered under Section 2 as follows:

5.1.3.1 General. For Additional Services of **ENGINEER'S** principals and employees engaged directly on the **Project** and rendered pursuant to paragraph 2.1 (except services as a consultant or witness under paragraph 2.1.6), on an hourly basis in accordance with the then current Fee Schedule.

5.1.3.2 Serving as a Witness. For services rendered by **ENGINEER's** principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.6, at the rate of \$1,200 per 8-hour day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.3.1).

5.1.4 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, **OWNER** shall pay **ENGINEER** the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

SECTION 6 - GENERAL CONSIDERATION

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by **ENGINEER** (and **ENGINEER's** independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the **Project** and **ENGINEER** shall retain an ownership and property interest therein whether or not the **Project** is completed. **OWNER** may make and retain copies for information and reference in connection with the use and occupancy of the **Project** by **OWNER** and others; however, such documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other **Project**. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants, and **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensating at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.3 Insurance

6.3.1 **ENGINEER** shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.3.2 **ENGINEER** shall also procure Professional Liability / Errors & Omissions Insurance, and maintain same throughout the design and construction of the **Project**, and for a period of two years following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

6.3.3 **OWNER** may request that **ENGINEER** secure and provide project specific insurance for a specific length of time and with higher limits than **ENGINEER** would normally carry, provided that **OWNER** also agrees to pay for the higher cost of the premiums for said insurance.

6.4 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.5 Successors and Assigns

6.5.1 **OWNER** and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **ENGINEER** are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent professional associates and consultants as **ENGINEER** may deem appropriate to assist in the performance of services hereunder.

6.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **ENGINEER** and not for the benefit of any other party.

6.6 Access to Records

6.6.1 **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accounts Professional Standard (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection.

6.6.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

6.6.3 The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection 6.6.1 above, to the Agency. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

6.6.4 Records under subsection 6.6.1 above shall be maintained and made available during performance on Agency loan Work under this agreement and until three years from day of final Agency loan audit for the **PROJECT**. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

6.7 **Contingent Fees**

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage of contingent fee.

6.8 **Certification Regarding Debarment, Suspension and other Responsibility Matters.**

ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not or will not be used for planning, design and construction. See attached Exhibit A.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement.

- 7.1.1 **Exhibit A Certification Regarding Debarment Suspension and other Responsibility Matters**
Exhibit B General Terms and Conditions
Exhibit C Current Fee Schedule

7.2 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between **OWNER** and **ENGINEER** and supersede prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

Village of Freeburg

Thouvenot, Wade & Moerchen, Inc.

Seth Speiser
(Mayor)


Randall Burk
(Vice-President)

Address for giving notices:

Address for giving notices:

14 Southgate Center

4940 Old Collinsville Road

Freeburg, Illinois 62243

Swansea, Illinois 62226

**EXHIBIT A - CERTIFICATION REGARDING DEBARMENT SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public 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;
- (c) Are not presently indicated 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 (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Randall Burk, Vice-President
Typed Name & Title of Authorized Representation


Signature of Authorized Representative

Date 6/16/2017

I am unable to certify the above statements. My explanation is attached.

EXHIBIT B - GENERAL TERMS AND CONDITIONS

TITLES. The paragraph titles used in this Agreement, and in any attachments, are only for general reference and are not part of the Agreement.

SEVERABILITY AND SURVIVAL. If any provision of this Agreement is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, **OWNER's** rights, duties and obligations, as well as **ENGINEER's**, will survive the completion of the Work or the termination of the Agreement, and remain in full force and effect until they are fulfilled.

SUSPENSION OF SERVICES. If **OWNER** suspends Work on the project for more than thirty (30) calendar days in the aggregate, **ENGINEER** is obviously entitled to compensation for the services performed and the charges incurred prior to that suspension. Upon resumption, **ENGINEER** may also be entitled to a fair adjustment to its fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. **OWNER** also agrees that **ENGINEER** is entitled to be paid, and that **OWNER** will pay **ENGINEER**, for all the services provided, even if **OWNER** subsequently decides not to proceed with the Project.

TIMELINESS OF PERFORMANCE; DELAYS. **ENGINEER** will perform its services with due and reasonable diligence consistent with sound professional practices. However, **ENGINEER** is not responsible for delays caused by factors beyond **ENGINEER's** reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, **OWNER's** failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by **OWNER's** faulty performance or by Contractors at any level. When such delays beyond **ENGINEER's** reasonable control occur, **OWNER** agrees that **ENGINEER** is not responsible for damages, nor shall **ENGINEER** be deemed to be in default of this Agreement.

INFORMATION PROVIDED BY OTHERS. **ENGINEER** may need **OWNER** to provide some specific information so **ENGINEER** can perform its Scope of Services. **OWNER** is also obligated to provide **ENGINEER** with any additional information available to **OWNER** or to **OWNER's** other consultants or contractors that might be applicable, necessary or helpful to **ENGINEER** in performing its Scope of Services. With all such information **OWNER** acknowledges that **ENGINEER** has to trust the accuracy, completeness and sufficiency of information when it is provided by **OWNER** or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by **OWNER**, or **OWNER** may fail to produce all the necessary or appropriate documents or information. Even so, **OWNER** agrees that for any information provided by **OWNER** or others, **ENGINEER** is entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. **OWNER** therefore also agree, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should **OWNER** provide documents or other information for **ENGINEER's** use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information **OWNER** or someone else provides.

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. **ENGINEER's** Scope of Services may require that **ENGINEER** indicate the location of underground utilities on survey or plans. If so, **ENGINEER** will request that the location of those underground utilities be identified by surface markings. **ENGINEER** does this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. **OWNER** also agree to provide **ENGINEER** with any information **OWNER** might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. **ENGINEER** then prepares the survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by **OWNER**. However, **OWNER** again recognizes and understand that in order for **ENGINEER** to provide this service, **ENGINEER** is dependent upon information provided by others, and that the information upon which **ENGINEER** must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. **OWNER** should also recognize and understand that surface location markings do not identify the depth of underground utilities. **OWNER** therefore agree, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by **ENGINEER**.

While **ENGINEER** will indicate subsurface utilities on its plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, **ENGINEER** will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both **OWNER** and **ENGINEER** acknowledge that **ENGINEER's** scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should **ENGINEER** encounter any materials or conditions that **ENGINEER** suspects could be hazardous or toxic, **ENGINEER** will notify **OWNER** of that suspicion so that **OWNER** can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, **ENGINEER** may, at its option and without liability for consequential or any other damages, suspend the performance of **ENGINEER's** services on the project until **OWNER** retains an appropriate specialist, consultant, or contractor to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this Agreement is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by **ENGINEER**. **OWNER** agrees to rely on **ENGINEER's** judgment as to the continued adequacy of this Agreement in such cases. Should **ENGINEER** identify changed conditions that in **ENGINEER's** opinion necessitate renegotiation of this Agreement, both **ENGINEER** and **OWNER**

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

will promptly, and in good faith, enter into that renegotiation. If the parties can not agree to new Agreement terms, each have the absolute right to terminate this Agreement, in which case **OWNER** agrees to pay for the services **ENGINEER** has rendered through the date of termination.

STANDARD OF CARE. Services provided by **ENGINEER** under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both **OWNER** and **ENGINEER** owe a duty of care to the public that requires both parties to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. **OWNER** will make no request of **ENGINEER** that, in **ENGINEER's** reasonable opinion, would be contrary to **ENGINEER's** professional responsibilities to protect the public. **OWNER** will take all actions and render all reports required of them in a timely manner. Should **OWNER** fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, **OWNER** agrees that **ENGINEER** has the right to exercise **ENGINEER's** professional judgment in reporting to appropriate public officials or taking other necessary action. **OWNER** agrees to take no action against **ENGINEER** or attempt to hold **ENGINEER** liable in any way for carrying out what **ENGINEER** reasonably believes to be **ENGINEER's** public responsibility. **OWNER** also agrees that in this situation, **ENGINEER** has the right to immediately terminate this Agreement and cease providing services, without the notice **ENGINEER** would normally provide under the Termination or Suspension of Services sections of this Agreement.

In order to minimize frivolous lawsuits, **OWNER** will make no claim for professional negligence against **ENGINEER**, either directly or in a third party claim, unless **OWNER** has first provided **ENGINEER** with a written certification executed by an independent professional currently practicing in the same discipline as **ENGINEER** and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to **ENGINEER** not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. **ENGINEER's** employees will perform their work in a safe manner and in accordance with applicable rules and regulations. **ENGINEER** is responsible for the safety of **ENGINEER's** own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both **OWNER** and **ENGINEER** agree that the General Contractor is solely responsible for jobsite safety, and **OWNER** agrees that it is **OWNER's** responsibility to make that evident to **OWNER's** General Contractor. Neither **ENGINEER's** professional activities, nor the presence of **ENGINEER's** employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither **ENGINEER** nor any of **ENGINEER's** employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their Work or any health or safety precautions. **OWNER** also agrees that in order to further protect both parties, **OWNER**, **ENGINEER**, and any subconsultants **ENGINEER** employs, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by **ENGINEER**.

CONFIDENTIALITY. If any data or information furnished to **ENGINEER** by **OWNER** is marked **CONFIDENTIAL**, or if **OWNER** directs **ENGINEER** to keep confidential any data generated by **ENGINEER** for this project, **ENGINEER** will not disclose that data or information to any person or entity, other than **ENGINEER's** own employees, any subconsultants working for **ENGINEER** on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict **ENGINEER** from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in **ENGINEER's** opinion is necessary for **ENGINEER** to defend itself from any suit or claim.

OWNER agrees that the technical methods, techniques and pricing information contained in any proposal submitted by **ENGINEER** pertaining to this project or contained in this Agreement or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without **ENGINEER's** express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, **OWNER** may ask **ENGINEER** to provide **OWNER** with an opinion about the past performance, current performance, or the qualifications of other entities under contract to **OWNER**, or who **OWNER** is considering for contracts. **ENGINEER** assumes that if **OWNER** asks **ENGINEER** to do so, **OWNER** wants a candid answer. However, **ENGINEER** may be reluctant to provide a frank report or opinion that is not favorable, if **OWNER** intends to share that report or opinion with others. **OWNER** therefore agrees to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because **OWNER** failed to do so, or because **ENGINEER** provided any such confidential opinions or reports to **OWNER** or to **OWNER's** agents.

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by **ENGINEER** are instruments of the professional services **ENGINEER** provides. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". **ENGINEER** therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by **ENGINEER**, and the ownership of the copyright imbedded therein. If **OWNER** has paid **ENGINEER** in full for the services provided under this Agreement, **ENGINEER** will, at **OWNER's** request, supply **OWNER** with one Mylar set of final plans for the project, and grant a limited royalty-free license for **OWNER** to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents **OWNER** agrees that use or reuse for any purpose other than the Work covered under this Agreement, or any modification without **ENGINEER's** written permission, is at **OWNER's** sole risk. **OWNER** agree to indemnify and hold **ENGINEER** harmless from all claims, damages and expenses, including attorneys' fees, to release

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

ENGINEER from all claims and liability, to waive all claims against **ENGINEER**, and to pay to defend **ENGINEER**, if **OWNER** or anyone else acting on **OWNER**'s behalf, uses or reuses these data for any other purpose or Work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by **OWNER** or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like **ENGINEER**'s paper documents, electronic data are instruments of the professional services **ENGINEER** provide. They are not products. As such, **ENGINEER** normally does not provide clients with drawings or other data as electronic files.

If for some reason **OWNER** does require that **ENGINEER** provide data in electronic format, the terms of doing so should be negotiated as part of this Agreement and reduced to writing herein. In that case, if **OWNER** has paid **ENGINEER** in full for the services provided under this Agreement, **ENGINEER** will supply **OWNER** with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant **OWNER** a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Agreement, and is not transferable to any other party. **ENGINEER** will also require that **OWNER** sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. By **OWNER**'s signature on this form **OWNER** agrees to indemnify and hold **ENGINEER** harmless from all claims, damages and expenses, including attorneys' fees, to release **ENGINEER** from all claims and liability, to waive all claims against **ENGINEER**, and to pay to defend **ENGINEER**, if **OWNER** or anyone else acting on **OWNER**'s behalf, uses or reuses these data for any other purpose or Work. **ENGINEER** makes no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files **ENGINEER** might provide. Should **OWNER** find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by **ENGINEER**, the printed document prevails.

UNAUTHORIZED CHANGES. In the event **OWNER** allows, authorizes, consents to or approves of anyone else making changes to any plans, specifications or other construction documents prepared by **ENGINEER**, and those changes are not approved in writing by **ENGINEER**, **OWNER** recognizes that said changes and the results thereof are not **ENGINEER**'s responsibility. **OWNER** therefore agrees, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should **OWNER**, or any of **OWNER**'s agents or representatives other than **ENGINEER**, make unauthorized changes to drawings and data provided by **ENGINEER**.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, **ENGINEER** does not complete all the services contemplated by this Agreement, **ENGINEER** cannot be certain of the accuracy, completeness or workability of any documents prepared by **ENGINEER**, especially if they are used, changed, or completed by **OWNER** or someone else. Since the accuracy of any such documents would no longer be in **ENGINEER**'s control, **ENGINEER** also can not be held responsible for assuring that accuracy. Accordingly, **OWNER** agrees, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by **ENGINEER**. Nothing in this paragraph indemnifies **ENGINEER** from **ENGINEER**'s own negligence or breach of **ENGINEER**'s obligations under this Agreement.

DEFECTS IN SERVICE. Should **OWNER** discover what **OWNER** suspects to be a defect in **ENGINEER**'s work or services, **OWNER** agrees to promptly report that suspicion to **ENGINEER** as soon as **OWNER** becomes aware of it, so that **ENGINEER** can investigate and take measures to correct any such defect and to minimize the consequences of it. **OWNER** further agrees to impose a similar notification requirement on all **OWNER**'s contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by **OWNER** or **OWNER**'s contractors or subcontractors to notify **ENGINEER** as required in this section, will limit **ENGINEER**'s cost of remedying any such defects to the sum that remedy would have cost had **ENGINEER** been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Agreement does not allow betterment or unjust enrichment. Therefore, if due to an oversight by **ENGINEER**, any required item or component of the project is omitted from the project construction documents, **ENGINEER**'s responsibility is limited to the cost over and above what it would have cost **OWNER** had the component or item been designed, specified and constructed in the first place. In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, **OWNER** or **ENGINEER** will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by **OWNER** or **ENGINEER**, or by **OWNER**'s or **ENGINEER**'s employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. **ENGINEER** will not be required to sign any documents, no matter who makes the request, which would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions, when **ENGINEER** did not observe the existence of those conditions and can not otherwise determine their existence. **OWNER** agrees not to make the resolution of any dispute with **ENGINEER**, or the payment of any amount due to **ENGINEER**, in any way contingent upon **ENGINEER** signing any such certification. In addition, **ENGINEER** will not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in **ENGINEER**'s sole judgment, increase **ENGINEER**'s contractual or legal obligations or risks, or the availability or cost of **ENGINEER**'s professional or general liability insurance.

CONTINGENCY. **OWNER** and **ENGINEER** agree that although their mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than **ENGINEER** intended. In addition, influences beyond **ENGINEER**'s control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than **OWNER** or **ENGINEER**

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

initially anticipates and deviate from any pre-bid estimate of those costs prepared by **ENGINEER**. **OWNER** therefore agrees to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. **OWNER** further agrees to make no claim by way of direct or third-party action against **ENGINEER** or **ENGINEER's** subconsultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, **OWNER** agree that **OWNER** will not solicit to hire nor hire any of **ENGINEER's** employees, whether or not **OWNER** became aware of them through the performance of this Agreement. Furthermore, **OWNER** agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of **ENGINEER's** employees.

DISPUTE RESOLUTION. Should any disagreement or conflict arise between **OWNER** and **ENGINEER** in relation to this Agreement during or following the completion of the project, the parties both agree to work diligently to try to amicably resolve their differences. The parties both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, **OWNER** and **ENGINEER** agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both parties will mutually select the certified mediator or certified mediation service. **OWNER** and **ENGINEER** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits **ENGINEER** from proceeding with any legal action necessary to enforce the payment provisions of this Agreement, should **OWNER** fail to pay for services rendered by **ENGINEER**. In such cases, **ENGINEER** is not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either **OWNER** or **ENGINEER** against the other arising out of or in any way connected with the services to be performed under this Agreement, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either **OWNER** or **ENGINEER** beyond those dates. In the event this Agreement is terminated early, the date of Agreement termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either **OWNER** or **ENGINEER**. **ENGINEER's** services under this Agreement are being performed solely for **OWNER's** benefit, and no other entity shall have any claim against **ENGINEER** because of this Agreement or the performance or nonperformance of services under this Agreement. **OWNER** agrees to include a provision in all of **OWNER's** contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to **ENGINEER** in accordance with the terms herein is a material breach of this Agreement. If payment for services **ENGINEER** provides to **OWNER** is not received by **ENGINEER** within thirty (30) calendar days of the invoice date, **OWNER** agrees that while **ENGINEER** is not obligated to do so, **ENGINEER** has the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments **OWNER** then makes will first be applied to the accrued interest and then to the unpaid principal. In addition **ENGINEER** may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** **ENGINEER** may suspend performance of services by giving **OWNER** five (5) calendar days' notice. If **ENGINEER** does so, **ENGINEER** has no liability whatsoever to **OWNER** for any costs or damages as a result of such suspension caused by any breach of this Agreement.
- **TERMINATION OF SERVICES.** **ENGINEER** may terminate this Agreement. Payment remains due for services provided regardless of termination of this Agreement by either party.
- **MECHANICS LIEN.** **ENGINEER** may file a lien against **OWNER's** property to protect **ENGINEER's** financial interests under this Agreement.
- **LEGAL ACTION.** **ENGINEER** may file suit against **OWNER** to enforce the payment provisions of this Agreement.

In the event that **ENGINEER** finds it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this Agreement, **OWNER** agrees to compensate **ENGINEER** for **ENGINEER's** cost of doing so. Among others things, those costs include **ENGINEER's** time, at current billing rates, and the expenses **ENGINEER** incurs in **ENGINEER's** collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by **ENGINEER**. **OWNER** agrees that in addition to any judgment or settlement sums due, **OWNER** will pay these fees, costs and expenses to **ENGINEER**.

GENERAL INDEMNIFICATIONS. **ENGINEER** agrees, to the fullest extent permitted by law, to indemnify and hold **OWNER** (as well as **OWNER's** officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by **ENGINEER's** negligent acts, errors or omissions under this Agreement, or those of anyone for whom **ENGINEER** is legally liable.

OWNER agree, to the fullest extent permitted by law, to indemnify, defend and hold **ENGINEER** (as well as **ENGINEER's** officers, directors, employees and their heirs and assigns, and any individuals and entities **ENGINEER** retain for performance of the services under this Agreement, including but not limited to **ENGINEER's** subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by **OWNER's** negligent acts, errors or omissions in connection with the Project, or those of **OWNER's** contractors, subcontractors or other consultants, or anyone for whom **OWNER** is legally liable.

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

OWNER is not obligated to indemnify **ENGINEER** in any manner whatsoever for **ENGINEER's** own negligence. **ENGINEER** is not obligated to indemnify **OWNER** in any manner whatsoever for **OWNER's** own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both parties, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both **OWNER** and **ENGINEER**, have been allocated in such a manner that **OWNER** agrees, to the fullest extent permitted by law, to limit **ENGINEER's** liability, and the liability of **ENGINEER's** subconsultants, to **OWNER**, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by OWNER and agreed to by ENGINEER, the total aggregate liability for ENGINEER and ENGINEER's subconsultants to all those named, defaults to, and shall not exceed, \$25,000.** This limitation applies regardless of cause of action or legal theory, pled or asserted. **OWNER** also agrees that **OWNER** will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join **ENGINEER** as a third party defendant.

Limitations on liability and indemnities in this Agreement are business understandings between **OWNER** and **ENGINEER** and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by **ENGINEER's** sole or gross negligence or **ENGINEER's** willful misconduct.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between **OWNER** and **ENGINEER** and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Agreement.

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
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Web Site: www.freeburg.com

ELECTRIC COMMITTEE MEETING
(Trout/Albers/BlaiesMeehling)
Wednesday, July 12, 2017 at 5:30 p.m.

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

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, July 12, 2017 by Chairman Matt Trout. Committee members present were Chairman Matt Trout, Trustee Denise Albers, Trustee Mike Blaies, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Ray Matchett, Trustee Dean Pruett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Attorney Fred Keck, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guests present: Investigator Mike Schutzenhofer and Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 14, 2017 Minutes: Trustee Lisa Meehling motioned to approve the June 14, 2017 minutes and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.
2. Surplus Equipment: Head Lineman Shane Krauss advised there is nothing new on this.
3. New Electric Customers: Shane has nothing new on this right now.
4. Customer Issues: Mayor Speiser said he has a light that keeps going off, and Shane said the when the high pressure sodium bulbs are going bad, they do that.
5. Electric Infrastructure for New Subdivisions: Shane is going to meet with Tony on this soon. Trustee Trout asked Shane if he thinks it is possible to use the old infrastructure, and then start building a new line. Shane said yes, we can. John stated we would like to bill for materials but no labor.
6. Black Start Handbook: Shane is working with BHMGM on it. It is going to be a long process.
7. Urge Testing: This has been completed, and we passed. We still have to go through the Miso testing. They will give us 24-hours notice before we have to run, and that will be the ultimate test of our generators.

Shane said we talked before about the park wanting additional power. He reviewed this with Sharon Marquardt of the park board. They only have a couple of receptacles that need to be installed. He will do the work for them. Shane passed around a thank you letter from the Catholic War Vets for the assistance our electric crew provided them.

Electric Committee Meeting Minutes
Wednesday, July 12, 2017
Page 1 of 2

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)1: Not needed.

Shane said Tony approved the fire department going onto our internet. It doesn't cost us anything. The electric department has been doing pole replacements/transfers, and everything is going well. It is good experience for the apprentices. Our apprentices are coming up on their anniversary dates. Shane stated upon completion of their book work, he will recommend them for a step increase. You should see that at next month's committee meeting. Shane left the meeting at 5:39 p.m.

Investigator Mike Schutzenhofer thanked everyone for giving him the opportunity to be considered as an applicant for Chief of Police. He provided a copy of his goals and objective sheet to everyone present. He discussed each goal and objective in detail with the committee. Mike left the meeting at 6:11 p.m.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn at 6:12 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
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VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

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John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Blaies/Meehling/Pruett/Trout)
Wednesday, July 12, 2017 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 6:16 p.m. on Wednesday, July 12, 2017, by Chairman Mike Blaies. Members present were Chairman Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Public Works Director John Tolan, Village Attorney Fred Keck, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 14, 2017 minutes: *Trustee Matt Trout motioned to approve the June 14, 2017 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*
2. Sewer project: John said Haier is doing good job cleaning up and addressed all the issues he had. John met with Tim Pruett today for about 2.5 hours. The project is at \$954,488, of that is approximately \$21,000 is overages. He is not too worried about that as it's almost a \$1,000,000 project. We still need to clean, televise and line the sewer on N. Main and that is part of that \$21,000. He received \$42,705 in change orders, and all but two are worth fighting. There is an extra \$30,000 in the EPA loan that was construction engineering, so we could use that to pay the change orders. John said he is still expecting to see additional engineering invoices but no more change orders. He will have a meeting once the clean up done and hash everything out. Tim advised there are some outstanding bills, and the committee stated we are holding them for now. The committee asked for a itemized statement of the outstanding invoices so we can get this closed out by August 31st.
3. Sewer issues/Sewer Fuel Odors: John said the sewer odors are goine. They televised behind Jacks Car Wash, and there are two 10 – 12 feet sections that are crushed. He hopes to get the video this week and then get a couple of bids on that work. He will line the manhole there when they do that work.
4. FSH Minutes: John said it's pretty quiet. Mayor Speiser asked if they do prevailing wage and John said he has never seen it come to the board.
5. Sewer Main – Jacks Car Wash: Discussed above.
6. Shampoodles Lift Station: John said this was completed last week. Item can be taken off the agenda.

7. IEPA Violation Notice W-2017-50013: John stated both the East and West plant applications have been submitted to IEPA. Item can be taken off the agenda.
8. W. Apple St. Water Line Extension: John advised we are still waiting on some easements. He said if we don't get all of them in, he may run the new water line from the bus garage to West Apple so the Dotsons can get water. It's possible that we may consider running it on the north side of West Apple.
9. Private Sewer at Potter/West Street: John is working with TWM on this.
10. East Water Tower Work: John hasn't done anything else with this.

B. NEW BUSINESS:

1. TWM Wastewater Facilities Plan Contract: John stated in the packet is TWM's proposal to update the facilities plan for new sewer plant at a lump sum cost of \$31,900. John said he asked for a new plant back in 2005, and does not want to wait until we get a letter from the EPA stating we need one in 2 years. Attorney Keck feels comfortable with them and believes they do good work. John said the EPA representative also stated the same. He further said we paid Rhutasel \$50,000 for a facilities plan update that was never approved by the EPA, it has expired, and EPA representative said they only provided 3 of the items required. Mayor Speiser asked if we need to do this now, and John stated if we are going to do it, we need to do it now. He said this update is good for 5 years.

Trustee Matt Trout motioned to recommend to the full Board TWM's Facilities Plan Update at a lump sum cost of \$31,900 for approval and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

John advised the chlorine switchover with FSH is done.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Matt Trout motioned to adjourn the meeting at 6:52 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

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Public Property Committee Meeting**Streets/Municipal Center/Pool/Parks & Recreation****(Matchett/Albers/Pruett/Trout)****Wednesday, July 12, 2017 at 6:00 p.m.****EXHIBIT K****VILLAGE ADMINISTRATOR**

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:53 p.m. on Wednesday, July 12, 2017, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Lisa Meehling, Public Works Director John Tolan, Village Attorney Fred Keck, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool/St. Clair County Parks Grant: Public Works Director John Tolan advised the new slide railing is chipping. Tony contacted the company and they are going replace all the railings.

B. NEW BUSINESS:

1. Department of Health Inspection: John stated he was not present for the inspection. We were written up for no vacuum breakers and low chlorine levels in the baby pool. The items have been corrected. John confirmed the chlorine levels are supposed to be tested several times a day.

STREETS: A. OLD BUSINESS:

1. Approval of June 14, 2017 Minutes: Trustee Matt Trout motioned to approve the June 14, 2017 minutes and Trustee Dean Pruett seconded the motion. All yea, the motion carried.
2. MFT/Ditch on N. Main: John has not done anything on N. Main.
3. Drainage Problem Areas/Stormwater Run-Off: John said it has been pretty dry and there aren't any issues right now. They have replaced a couple of culverts, including Hill Mine Road, and will add a culvert on West St. They will be working on Cemetery Road this summer. John asked if we can mow the area by Dollar General, and the committee agreed to have our guys clean out the ditches from Parrish Trucking south.
4. E. Apple Issues: John advised he received the proposal from TWM and will get it to everyone.
5. Hill Mine Road Repair: John stated we worked on this both last week and this week filling in the low areas. We will oil and chip the road. John said the meeting with the high school has been scheduled for next Thursday.
6. Customer Issues: None.

7. **IDOT Concerns:** John said Tony has been working with IDOT. They are cleaning out the ditches on N. State and have painted the cross walks. Julie will check with Tony regarding the sign at the Apple/Rt. 15 intersection.

John advised the Kids for Christ 5K run has been rescheduled from September 9th to September 16th.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet said her friend complimented the Village on the pool. Her grandson swims with the Waves and stated she was very impressed with how nice it was.

E. ADJOURN: *Trustee Matt Trout motioned to adjourn the meeting at 7:02 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

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EXHIBIT L
VILLAGE ADMINISTRATOR
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VILLAGE TREASURER
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John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

Committee as a Whole Meeting
Wednesday, July 12, 2017
7:00 p.m.

The Committee as a Whole meeting was called to order at 7:03 p.m. on Wednesday, July 12, 2017 by Mayor Seth Speiser. Members present were Mayor Seth Speiser, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout, Public Works Director John Tolan, Village Clerk Jerry Menard, Village Attorney Fred Keck, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guests present: John Spanley and Janet Baechle.

I. ITEMS TO BE REVIEWED

A. OLD BUSINESS:

1. Approval of May 1, 2017 Minutes: *Trustee Lisa Meehling motioned to approve the May 1, 2017 minutes and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.*

B. NEW BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS 120-2(c)1: Not needed.
Mayor Speiser introduced John Spanley to the committee as a candidate for the Chief of Police position. Mr. Spanley provided his qualifications and discussed his goals and objectives for the position and department. Mr. Spanley left the meeting at 7:30 p.m.

Mayor Speiser would like for everyone to think about our two choices for the police chief position. He asked to schedule a Committee as a Whole next week and go into executive session for discussion. Attorney Keck reminded the committee that you cannot have a formal vote in executive session. The meeting was scheduled for Monday, July 17th at 6:00 p.m.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

1. **Adjourn:** *Trustee Matt Trout motioned to adjourn the meeting at 7:45 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager