

REGULAR BOARD MEETING AGENDA – NOVEMBER 17, 2014 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. November 3, 2014 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations – None.
13. Bids –
14. Resolutions –
15. Ordinances –
 - 15 – 1. Ordinance #1490 – An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement with Azavar Audit Solutions – **Exhibit D**
 - 15 – 2. Ordinance #1520: Village of Freeburg Tax Levy Ordinance – **Exhibit E**
 - 15 – 3. Ordinance #1522: An Ordinance Establishing Guidelines for Interconnection of Onsite Generating Facilities to the Village of Freeburg Municipal Electric System – **Exhibit F**
 - 15 – 4. Ordinance #1523: An Ordinance Establishing Net Metering Guidelines for Interconnection of Onsite Generating Facilities to the Village of Freeburg’s Municipal Electric System – **Exhibit G**
 - 15 – 5. Ordinance #1524: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds Agreement with Rhutasel for Countryside Lane – **Exhibit H**
16. Old Business –
17. New Business –
18. Appointments – None.
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Park Action Committee – Monday, November 3, 2014 – 6:00 p.m. – Unavailable
 - 19 – 2. TIF Joint Review Board Meeting – Monday, November 10, 2014 – 1:30 p.m. – **Exhibit I**
 - 19 – 3. Electric Committee Meeting – Wednesday, November 12, 2014 – 5:30 p.m. – **Exhibit J**
 - 19-3a. Recommend Ordinance Establishing Guidelines for Interconnection – see Item 15-1
 - 19-3b. Recommend Ordinance Establishing Guidelines for Net Metering – see Item 15-2
 - 19 – 4. Water/Sewer Committee Meeting – Wednesday, November 12, 2014 – 6:00 p.m. – **Exhibit K**
 - 19 – 5. Streets Committee Meeting – Wednesday, November 12, 2014 – 6:30 p.m. – **Exhibit L**
 - 19-5a. Recommend Rhutasel’s Engineering Agreement for Countryside Lane – see Item 15-3
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, November 19, 2014 – 5:00 p.m.
 - 20 – 2. Finance Committee Meeting – Wednesday, November 19, 2014 – 5:30 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, November 19, 2014 – 6:00 p.m.
 - 20 – 4. Park Action Committee Meeting – Monday, December 1, 2014 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, December 1, 2014 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

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

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

EXHIBIT A
VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

FREEBURG REGULAR BOARD MEETING Monday, November 3, 2014 at 7:30 P.M. Board Meeting Minutes

CALL TO ORER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, November 3, 2014 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Elizabeth Niebruegge – here; Trustee Steve Smith – here; Trustee Matt Trout – here; Trustee Mike Blaies – here; Trustee Ramon Matchett, Jr. – here; Trustee Dean Pruett – 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 for approval from the Regular Board meeting Monday, October 20, 2014.

Trustee Matt Trout motioned to accept the minutes from the Regular Board Meeting Monday, October 20, 2014 with corrections and Trustee Elizabeth Niebruegge seconded. All voting aye, the motion carried.

EXHIBIT B:

FINANCE:

1. Review of Board Lists: Trustee Smith said we reviewed the Board Lists.
2. Review of Investments: Trustee Smith said we reviewed of investments and we still don't have anything until 2015.
3. Income Statement: Trustee Smith said we talked about the Income Statement.
4. Treasure's Report : We discussed the Treasure's Reports, which is on the agenda for later.

OLD BUSINESS:

1. Sign at Industrial Park: Trustee Smith said we have a place for one sign and we are working on a location for the second sign.

Village of Freeburg Board Meeting Minutes
Monday, November 3, 2014
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2. Website update: Trustee Smith said we've had to work through some issues on the transition from our old website to the new one, and getting the emails switched over.

3. Economic Development: Trustee Smith stated we are working towards filling empty vacant buildings here in town. Steve said we would like to finish the comprehensive plan.

NEW BUSINESS:

1. Tax Levy: Trustee Smith said we discussed the Tax Levy with the 4.9% increase. This is on the agenda later.

2. Tax Abatement Ordinance: Trustee Smith said we talked about the Tax Abatement Ordinance which is also on the agenda later.

EXHIBIT C:

TREASURER'S REPORT: Treasurer Bryan Vogel said everyone should have had a copy of the Village of Freeburg Treasurer's Report for the month of January 31, 2014, February 28, 2014 and March 31, 2014 to be reviewed and hopefully to be approved tonight.

Trustee Steve Smith motioned to accept the January, February and March of 2014 Treasurer's Report's and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.

ATTORNEY'S REPORT: None.

ESDA REPORT: None.

PUBLIC PARTICIPATION: Sharon said she would like to thank John Tolan and his crew for a fantastic job of cleaning up the leaves. They were there on Monday and came back on Friday and finished up.

EXHIBIT D:

REPORTS AND CORRESPONDENCE: Mayor Speiser said next we have our Zoning Administrator's Report. If you have any questions contact Zoning Administrator Gary Henning.

EXHIBIT E:

Mayor Speiser stated this Proclamation that was written up for the Veterans Day Memorial will be read that day at the ceremony on November 11, 2014 at 2:00 p.m. at the Village Park.

Trustee Matt Trout motioned to accept the Proclamation for the Veterans Day Memorial, on November 11, 2014 and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.

Janet asked Mayor Speiser if we could do a Proclamation for the Football Team. Mayor Speiser we most certainly can. We will try and have that for the next board meeting.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.
CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS: None.
BIDS: None.
RESOLUTIONS: None.

EXHIBIT F:
ORDINANCES:

Mayor Speiser stated we have Ordinance #1519. An Ordinance Revising the Code of Ordinances Regarding Coin Operated Machines Establishment in the Village of Freeburg, Illinois.

Trustee Matt Trout motioned to accept Ordinance #1519 by title only and Trustee Dean Pruett seconded the motion. ROLL CALL: Trustee Matt Trout – aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebruegge – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Mike Blaies – aye; Trustee Steve Smith – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

EXHIBIT G:
ORDINANCES:

Mayor Speiser stated we have the Tax Levy Ordinance #1520. Mayor Speiser stated we are going to table this Ordinance for right now.

EXHIBIT H:
ORDINANCES:

Mayor Speiser stated we have Ordinance #1521. An Ordinance Abating Levied for the Electric Bonds.

Trustee Mike Blaies motioned to accept Ordinance #1521 by title only and Trustee Steve Smith seconded the motion. ROLL CALL: Trustee Mike Blaies – aye; Trustee Steve Smith – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout – aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebruegge – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

OLD BUSINESS: Trustee Smith asked John Tolan if he asked Randy Kasper if he would be Santa at the Christmas Lighting in the Park for this year. Shane said Randy is on call that night. Matt said John got that Santa look going for him. John and Shane said we most likely can work something out.

NEW BUSINESS: None.
APPOINTMENTS - None.

COMMITTEE MEETING REPORT:

EXHIBIT I
Park Action Committee Meeting

Trustee Trout said we went over this at last meeting and at the tonight's meeting earlier.

EXHIBIT J:

Legal/Ordinance Committee Meeting: (Annexation; Building, Zoning; Subdivision)

Trustee Matt Trout called the meeting of the Legal and Ordinance Committee to order at 5:00 p.m. on Wednesday, October 29, 2014.

The following items were talked about or discussed:

OLD BUSINESS

1. Update Code Book: Trustee Trout said we talked about the code book once again. We got a bill from Frank for the code book. He revised the bill from \$4,000 down to \$2,773. We paid his bill.
2. Change in code for Meetings: Trustee Trout said we are working towards two Committee As A Whole meetings a month that would cover 3 committee meetings in each meeting. When we were at the IML Conference, we learned that we shouldn't have committees comprised of three members. We should hold Committee As A Whole meetings so we don't get into any situations that would violate the Open Meetings Act.
3. Video Gaming Fee Change: Trustee Trout said we talked about upping our fees on Video Gaming machine. We haven't made a decision yet on this issue. Trustee Trout said we passed Ordinance #1519 revising the Code of Ordinances regarding the coin operated machines.

NEW BUSINESS:

Trustee Trout stated we have a business that would like to operate a data processing center in the old doctor's building. There would be no customer traffic, only the employees that would be working there.

EXHIBIT K:

Personnel & Public Safety Committee Meeting

Trustee Ramon Matchett, Jr. called the meeting of the Personnel/Public Safety Committee to order at 6:00 p.m. on Wednesday, October 29, 2014.

The following items were talked about or discussed under:

POLICE:

OLD BUSINESS:

1. Trustee Matchett stated the SUV police car was picked up with the cage installed. It looks good.

NEW BUSINESS:

1. Officer Request to Carry Over Vacation Times: Trustee Matchett stated Officer Unverfeth has requested to carry over 8 vacation hours for 60 days.

Trustee Ramon Matchett, Jr. motioned to accept Officer Unverfeth requested to carry over 8 vacation hours for 60 days and Trustee Matt Trout seconded the motion. All voting aye, the motion carried. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout– aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebrugge– aye; Trustee Steve Smith – aye; Trustee Mike Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

PERSONNEL:

OLD BUSINESS:

1. Health Insurance Surplus Fund: Trustee Matchett said we talked about the Health Insurance Surplus. Trustee Matchett stated with regard to our renewal quote, it came in with a 5% increase.

Trustee Ramon Matchett, Jr. motioned that we accept Coventry's renewal quote with a 5% increase and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout – aye; Trustee Steve Smith – aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebrugge– aye; Trustee Mike Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

2. Apprentice Level Increases: Trustee Matchett stated we talked about the apprentice level increases. He would like to make a motion for these level increases.

Trustee Ramon Matchett, Jr. motioned that Zach Kramper's pay be increased to \$25.89 per hour Level 3, Tyler Isaak pay be increased to \$26.99 per hour Level 4, and Tyler Urbanski's pay be increased to \$28.07 per hour Journeyman and Trustee Mike Blaies seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Mike Blaies – aye; Trustee Matt Trout – aye; Trustee Steve Smith – aye; Trustee Elizabeth Niebrugge – aye; Trustee Dean Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

Trustee Ramon Matchett, Jr. motioned to pay Greg Eckels for 30 hours of accumulated compensatory time and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout – aye; Trustee Elizabeth Niebrugge – aye; Trustee Dean Pruett – aye; Trustee Mike Blaies – aye; Trustee Steve Smith – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

UPCOMING MEETINGS:

TIF Joint review Board Meeting – Monday, November 10, 2014 – 1:30 p.m.

CLOSED IN OBSERVANCE OF VETERAN'S DAY – Tuesday, November 11, 2014.

Electric Committee Meeting – Wednesday, November 12, 2014 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, November 12, 2014 – 6:00 p.m.

Streets Committee Meeting – Wednesday, November 12, 2014 – 6:30 p.m.

Board Meeting – Monday, November 17, 2014 – 7:30 p.m. (done)

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Elizabeth Niebruegge – Please try and come out to the Veterans Day Memorial Services at 2:00 p.m, November 11, Tuesday. Elizabeth said Scout Air Force and Illinois State Representative Jerry Costello will be joining us for the services for that day.

Trustee Steve Smith – No thank you.

Trustee Matt Trout – He would like congratulate the Freeburg High School Football Team on going to the playoffs, along with the Cross Country Teams.

Village Clerk Jerry Menard – No thank you.

Trustee Mike Blaies – He would like to thank John and his crew for a good job on the leave pick-up so far.

Trustee Ramon Matchett, Jr. – He would like to thank all of our fall sports athletics for their accomplishments. Our Freeburg High School Football Team for going to the playoffs. The Cross Country Teams going to state and our golf league did well also.

Trustee Dean Pruett – No thank you.

STAFF COMMENTS:

Village Administrator Tony Funderburg: He said Wednesday is his actual Birthday he will be celebrating here. He said he will be 40 years old.

Village Attorney Brian Manion: No thank you.

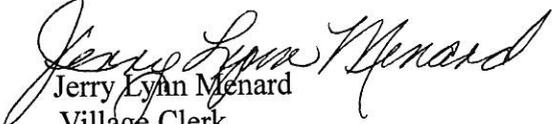
Zoning Administrator Gary Henning: – Congratulations to all of athletic teams at the high school.

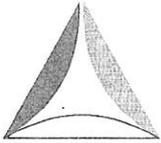
Mayor Seth Speiser – He would like to thank the rest of the volunteers for coming out to finish up the gazebo. It really looks good. Please try and make it out to the Village Park on Tuesday, November 11, 2014, at 2:00 p.m. for the Veterans Day Ceremony.

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee Matt Trout motioned to adjourn the meeting at 7:49 p.m. and Trustee Steve Smith seconded the motion. All voting aye, motion carried.


Jerry Lynn Menard
Village Clerk



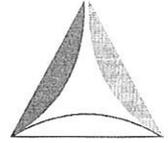
ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER
FREEBURG, IL 62243

TFT of 12-13



DIRECTOR:
[618] 539-3764

Report to Mayor and Village Trustees
Nov. 17, 2014
by Coordinator Gene Kramer

The Illinois Emergency Management Agency, in cooperation with the National Weather Service Office in St. Louis, Mo., has proclaimed the Month of Nov. 2014 as Winter Preparedness Month in Illinois. The winter system is about to be upon us and it is important to remember that last year our Winter brought us:

1. Statewide temperatures that were the 4th coldest on record.
2. Chicago experienced the coldest December through March in history.
3. 28 people died from exposure to extreme cold; the most in 25 years.
4. Almost all of Illinois experienced more than twice the normal winter snowfall. Snowfall amounts ranged from nearly 80 inches in NE Illinois to 50 inches in central Illinois to over 20 inches in Southern Illinois.
5. 11 major winter storms impacted Illinois; six more than most winters.

I will be sending "preparedness" information to the general public through the Freeburg Tribune.

II. I attended an SOG workshop for ISP but it had impact for our local ESDA. The Standard Operational Guidelines involved the "metro area" emergency response communications that involves the trunked AND non-trunked communications systems with all departments of public safety. The focus was on the "simplex" "V-TAC" VHF interoperable frequencies provided by the FCC. This information will be checked with all of our local departments to be sure our "VHF" FM NB communications include these operational frequency segments.

III. I have ordered and received our replacement Davis Weather Instrument suite, known as the Vantage Pro2. I have installed it on Sunday afternoon, Nov. 9th, and thus far the unit is working without issue. As you may recall, the older unit no longer is being supported by parts and it was intermittent in its operation, especially as it concerned precipitation levels and rates.

IV. I conducted the weekly ARES®/RACES® communications net held on 147.120 mhz from our local EOC to maintain our county wide volunteers communications network.

V. I will be performing maintenance to our St. Paul's UCC emergency lights as two of the six have indicated intermittent operation. I am checking the charging circuit as well as the battery block.

VI. James Kramper, Warning Coordinator for the NWS office - St. Louis / St. Charles, Mo., is conducting a Severe Weather /Storm Spotter class at Scott Air Force Base in Dec. 2014.

VII. The American Radio Relay League will be conducting its annual Skywarn Recognition Communications exercise in Dec. 2014. This is a 24 hour communications exercise whereby licensed amateur radio operators, especially those in the public safety disciplines, are to make radio contacts on the HF amateur bands with National Weather Service offices and their volunteer Skywarn operators at the NWS offices across the US. More information will follow on this communication exercise. I participate each year under my FCC licensed call sign: WA9TZL and associate the data with Freeburg EMA.

VILLAGE BOARD MEETING
ZONING REPORT NOVEMBER 17, 2014

Gary Henning Zoning Administrator

Last weeks article in the Tribune was on Discharging Firearms. Vet's Day Memorial dedication and program was outstanding.

3-Courtesy calls concerning burning of leaves in November

4--Occupancy Permits issued in November

3--Building Permits issued in November:

1-Fence

1-Mobile Home

1-Addition 3 new Antenna--American Tower Corp.

Nuisances Corrected in November: 2

Nuisance Complaints with action to be taken:

1. Two homes on Lake View Drive were reported as needed much repair--have talked to both owners and both are in the process of correcting problems.

New Businesses Working:

O'REILLY AUTO PARTS--it will open this Saturday November 22nd at 7:30 am. They requested we wait few weeks before we have their Grand Opening Ribbon-Cutting Ceremony.

*This will also be the Zoning Report for Wednesday's Legal/Ordinance Committee Meeting scheduled for 5:00 pm.

**I will be in Chicago for the Illinois School Board Convention this Thursday thru Sunday--if needed please contact me on my cell phone 618-975-1257.

ORDINANCE NO. 1490

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FREEBURG, ILLINOIS,
AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG AND AZAVAR AUDIT
SOLUTIONS FOR THE MUNICIPAL AUDIT PROGRAM**

WHEREAS, Azavar Audit Solutions has submitted its proposal/agreement to provide an audit of the utility taxes, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement with Azavar Audit Solutions to provide such professional services,

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 an agreement for professional services for the audit of the utility taxes.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

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

PASSED by the Board of Trustees and approved by the Mayor this 17th day of November, 2014.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2014.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 (“Azavar”), and the Village of Freeburg, an Illinois municipal corporation having its principal place of business at 14 Southgate Center, Freeburg, Illinois 62243 (“Customer”).

1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally imposed occupation tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, water, and ambulance, providers (“Providers”) on behalf of the Customer. Azavar shall audit or review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases including the aforementioned relating to local sales/use/occupation taxes and business license/registration revenue. Azavar shall review and audit water service, expense, and taxes and hotel/motel occupancy taxes where applicable to Customer. Azavar shall review and consult Customer on areas to maximize Customer revenues including, but not limited to, previous or existing ordinances, agreements, or third-party contracts.
 - (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies due or potentially due to the Customer for review by the Customer (“Findings”). Azavar shall review Customer ordinances and shall present Findings to maximize Customer revenues as part of the Audits. Customer agrees to review any Findings within thirty (30) days.
 - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar’s written consent.
 - (d) In order to perform the Audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
 - (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
 - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
 - (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
 - (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
 - (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and Liaison and will occur approximately every quarter;
 - (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.
- 1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer’s Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer’s staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. **PAYMENT TERMS.**

- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.
- 3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).
- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE,

REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
234 South Wabash Avenue, Sixth Floor
Chicago, Illinois 60604

If to Customer
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. COMPLETE AGREEMENT. This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

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

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER VILLAGE OF FREEBURG, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VILLAGE OF FREEBURG

ORDINANCE NO. 1520

TAX LEVY ORDINANCE FOR THE VILLAGE OF FREEBURG

ADOPTED BY THE
VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FREEBURG
THIS 17th DAY OF NOVEMBER, 2014

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, this 17th day of November, 2014.

ORDINANCE NO. 1520
TAX LEVY ORDINANCE

An Ordinance levying taxes for all Corporate purposes for the Village of Freeburg, St. Clair County, Illinois, for the fiscal year beginning April 1, 2014 and ending March 31, 2015.

WHEREAS, on June 16, 2014, the Village Board of the Village of Freeburg, Illinois, passed the Annual Appropriation Ordinance of the Village of Freeburg for the fiscal year beginning April 1, 2014, and ending March 31, 2015, in the amount of \$14,865,061, which Ordinance was approved by the Village President and Village Board on June 16, 2014, and which Ordinance was published in pamphlet form and posted at the Municipal Center, 14 Southgate Center, Freeburg, Illinois.

BE IT ORDAINED by the Village President and Board of Trustees of the Village of Freeburg, Illinois, as follows:

SECTION 1. That the amount hereinafter set forth based on \$81,000,000 EAV, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as: General Corporate, Audit, Police Protection, Civil Defense (Emergency Services Disaster Agency), and Illinois Municipal Retirement Fund (IMRF), for the fiscal year beginning April 1, 2014, and ending March 31, 2015.

1. <u>ADMINISTRATIVE</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
Personnel Services	\$ 121,982.00	
Contractual Services	\$ 118,630.00	
Commodities	\$ 5,810.00	
Capital Outlay	\$ 315,550.00	
Other Expenses	\$ 162,350.00	
TOTAL AMOUNT APPROPRIATED:	\$ 724,322.00	\$139,521.00

2.	<u>ZONING</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
	Personnel Services	\$ 28,205.00	
	Contractual Services	\$ 31,115.00	
	Commodities	\$ 4,200.00	
	Capital Outlay	\$ 0.00	
	Other Expenses	\$ 10,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 73,520.00	\$ 0.00
3.	<u>POLICE PROTECTION</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
	Personnel Services	\$ 1,126,792.00	
	Contractual Services	\$ 333,046.00	
	Commodities	\$ 65,800.00	
	Capital Outlay	\$ 82,936.00	
	Other Expenses	\$ 23,822.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 1,632,396.00	\$ 59,500.00
4.	<u>STREET</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
	Personnel Services	\$ 353,129.00	
	Contractual Services	\$ 57,295.00	
	Commodities	\$ 93,590.00	
	Capital Outlay	\$ 100,737.00	
	Other Expenses	\$ 50,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 654,751.00	\$ 0.00
5.	<u>AUDIT</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
	Contractual Services	\$ 10,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 10,000.00	\$ 8,450.00
6.	<u>ESDA</u>	<u>AMOUNT</u> <u>APPROPRIATED</u>	<u>AMOUNT</u> <u>LEVIED</u>
	Personnel Services	\$ 3,940.00	
	Contractual Services	\$ 1,050.00	
	Commodities	\$ 770.00	
	Capital Outlay	\$ 840.00	
	Other Expenses	\$ 5,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 11,600.00	\$ 2,500.00

7.	<u>GARBAGE</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Contractual Services	\$ 289,380.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 289,380.00	\$ 0.00
8.	<u>MOTOR FUEL TAX</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Personnel Services	\$ 10,760.00	
	Contractual Services	\$ 25,200.00	
	Commodities	\$ 83,300.00	
	Capital Outlay	\$ 270,990.00	
	Other Expenses	\$ 25,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 415,250.00	\$ 0.00
9.	<u>WATER FUND</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Personnel Services	\$ 382,123.00	
	Contractual Services	\$ 560,847.00	
	Commodities	\$ 171,800.00	
	Water Debt Service	\$ 11,200.00	
	Capital Outlay	\$ 617,350.00	
	Other Expenses	\$ 50,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 1,793,320.00	\$ 0.00
10.	<u>WASTE WATER FUND</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Personnel Services	\$ 343,946.00	
	Contractual Services	\$ 532,587.00	
	Commodities	\$ 75,250.00	
	Waste Water Debt Services	\$ 73,568.00	
	Capital Outlay	\$ 981,678.00	
	Other Expenses	\$ 50,000.00	
	TOTAL AMOUNT APPROPRIATED:	\$ 2,057,029.00	\$ 0.00

11.	<u>ELECTRIC FUND</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Personnel Services	\$ 1,010,051.00	
	Contractual Services	\$ 4,502,512.00	
	Commodities	\$ 211,680.00	
	Electric Debt Service	\$ 851,200.00	
	Capital Outlay	\$ 289,690.00	
	Other Expenses	\$ 99,300	
	TOTAL AMOUNT APPROPRIATED:	<u>\$ 6,964,433.00</u>	\$ 0.00

12.	<u>SWIMMING POOL FUND</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Personnel Services	\$ 67,641.00	
	Contractual Services	\$ 3,717.00	
	Commodities	\$ 28,630.00	
	Debt Service	\$ 91,172.00	
	Capital Outlay	\$ 30,100.00	
	Other Expenses	\$ 25,000.00	
	TOTAL AMOUNT APPROPRIATED:	<u>\$ 246,260.00</u>	\$ 0.00

13.	<u>IMRF</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
		<u>APPROPRIATED</u>	<u>LEVIED</u>
	Municipal Retirement (IMRF)	\$ 289,265.00	
	TOTAL AMOUNT APPROPRIATED:	<u>\$ 289,265.00</u>	\$ 145,000.00

SUMMARY:

CORPORATE LEVY	\$ 139,521.00
BONDS AND INTEREST	\$ 50,407.00
IMRF LEVY	\$ 145,000.00
POLICE PROTECTION LEVY	\$ 59,500.00
AUDIT LEVY	\$ 8,450.00
<u>ESDA LEVY</u>	<u>\$ 2,500.00</u>

TOTAL – ALL LEVIES: **\$ 405,378.00**

DEPARTMENT: Administrative
ACCT.: 01.11

A tax not to exceed .25% of the full cash value, as equalized or assessed by the Department of Revenue of the State of IL, on all taxable property in the Village of Freeburg, Illinois.

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400-499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 121,982		
500-599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 118,630		
600-699 - COMMODITIES			
TOTAL COMMODITIES	\$ 5,810		
800-899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 315,550		
900-999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$162,350		
ADMINISTRATION SUB-TOTAL	\$ 724,322	\$ 584,801	\$139,521

DEPARTMENT: Zoning

ACCT.: 01.16

	Amount Appropriated 2014-2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400-499 PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 28,205		
500-599 CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 31,115		
600-699 - COMMODITIES			
TOTAL COMMODITIES	\$ 4,200		
800-899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY			
900-999 OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 10,000		
GRAND TOTAL	\$ 73,520		
TOTAL ADMINISTRATION DEPARTMENT	\$ 797,842	\$ 797,842	

DEPARTMENT: Police

ACCT.: 01.21

A tax not to exceed .075% of the full cash value, as equalized or assessed by the Department of Revenue of the State of IL, on all taxable property in the Village of Freeburg, Illinois.

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400-499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 1,126,792		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 333,046		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 65,800		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 82,936		
900 - 999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 23,822		
TOTAL POLICE DEPARTMENT:	\$ 1,632,396	\$ 1,572,896	\$59,500

DEPARTMENT: Street

ACCT.: 01.41

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$353,129		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 57,295		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 93,590		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 100,737		
900 - 999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$50,000		
TOTAL STREET DEPARTMENT	\$ 654,751	\$ 654,751	

DEPARTMENT: Audit

ACCT.: 11.11

A tax on the full fair cash value of all taxable property with the Village of Freeburg, Illinois, which will produce the sum of \$8,450.00

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
500-599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 10,000		
Grand Total	\$ 10,000	\$ 1,550	\$ 8,450

DEPARTMENT: ESDA
ACCT.: 12.23

A tax not to exceed .05% of the full cash value, as equalized or assessed by the Department of Revenue of the State of IL, on all taxable property in the Village of Freeburg, Illinois.

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 3,940		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 1,050		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 770		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 840		
900 - 999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 5,000		
TOTAL ESDA DEPARTMENT	\$ 11,600	\$ 9,100	\$ 2,500

DEPARTMENT: Garbage

ACCT.: 13.44

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 289,380		
TOTAL GARBAGE DEPARTMENT	\$ 289,380	\$ 289,380	

DEPARTMENT: Motor Fuel Tax
ACCT.: 15.41

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 10,760		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 25,200		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 83,300		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 270,990		
900 - 999 OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 25,000		
TOTAL MOTOR FUEL TAX DEPARTMENT	\$ 415,250	\$ 415,250	

DEPARTMENT: Water

ACCT.: 51.42

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 382,123		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 560,847		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 171,800		
700 - 799 - WATER DEBT SERVICES			
TOTAL DEBT SERVICE	\$ 11,200		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 617,350		
900 - 999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 50,000		
TOTAL WATER DEPARTMENT	\$ 1,793,320	\$ 1,793,320	

DEPARTMENT: Waste Water

ACCT.: 52.43

	Amount Appropriated 2014-2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 343,946		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 532,587		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 75,250		
700 - 799 - WASTE WATER DEBT SERVICES			
TOTAL DEBT SERVICE	\$ 73,568		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 981,678		
900 - 999 - OTHER EXPENSES			
TOTAL OTHER EXPENSES	\$ 50,000		
TOTAL WASTE WATER DEPARTMENT	\$ 2,057,029	\$ 2,057,029	

DEPARTMENT: Electric
ACCT.: 53.40

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 1,010,051		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 4,502,512		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 211,680		
700 - 799 - ELECTRIC DEBT SERVICES			
TOTAL DEBT SERVICES	\$ 851,200		
800 - 899 - CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 289,690		
900 - 999 - OTHER EXPENDITURES			
TOTAL OTHER EXPENDITURES	\$ 99,300		
TOTAL ELECTRIC DEPARTMENT	\$ 6,964,433	\$6,964,433	

DEPARTMENT: Swimming Pool
ACCT.: 58.55

	Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
400 - 499 - PERSONNEL SERVICES			
TOTAL PERSONNEL SERVICES	\$ 67,641		
500 - 599 - CONTRACTUAL SERVICES			
TOTAL CONTRACTUAL SERVICES	\$ 3,717		
600 - 699 - COMMODITIES			
TOTAL COMMODITIES	\$ 28,630		
700- 799 -DEBT SERVICE			
TOTAL DEBT SERVICE	\$ 91,172		
800- 899 -CAPITAL OUTLAY			
TOTAL CAPITAL OUTLAY	\$ 30,100		
900 - 999 - OTHER EXPENDITURES			
TOTAL OTHER EXPENDITURES	\$ 25,000		
TOTAL SWIMMING POOL DEPARTMENT	\$ 246,260	\$ 246,260	

IL MUNICIPAL RETIREMENT FUND

A tax on the full fair cash value of all taxable property within the Village of Freeburg, Illinois , which will produce the sum of: \$145,000

			Amount Appropriated 2014 - 2015	Amount To Be Received From Other Sources	Amount To Be Raised By Tax Levy
ADMIN	462	IMRF	8,797		
ZONING	462	IMRF	-		
POLICE	462	IMRF	100,800		
STREET/MFT	462	IMRF	30,800		
WATER	462	IMRF	33,600		
SEWER	462	IMRF	27,068		
ELECTRIC	462	IMRF	88,200		
POOL	462	IMRF	-		
			<u>\$289,265</u>	\$ 144,265	\$145,000

General Corporate Tax	ICS, Ch. 65, Par. 8-3-1	\$ 139,521
Audit Tax	ICS, Ch. 65, Par. 8-8-8	\$ 8,450
ESDA Tax	ICS, Ch. 65, Par. 8-3-16	\$ 2,500
Police Protection Tax	ICS, Ch. 65, Par. 11-1-3	\$ 59,500
IMRF		<u>\$ 145,000</u>
	TOTAL LEVY	<u>\$ 354,971</u>

SECTION 2. That the amount levied for each object and purpose is placed in a separate column under the heading "Amount to be Raised by Tax Levy", which appears over the same, being as follows, to wit:

SECTION 3. That the Village Clerk (or Deputy Clerk) shall make and file with the County Clerk of said County of St. Clair, on or before the last Tuesday in December, a duly certified copy of this Ordinance.

SECTION 4. That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

AYES _____

NAYS _____

ABSENT: _____

ABSENT: _____

Approved this 17th day of November, 2014.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form: _____
Village Attorney

CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF ST. CLAIR) SS
VILLAGE OF FREEBURG)

I, JERRY MENARD, being duly appointed, and acting Village Clerk of the Village of Freeburg, St. Clair County, Illinois, and as such, the legal custodian of all records of said Village, do hereby certify that the attached foregoing is a true, correct and complete copy of Ordinance 1520 of said Village, the same being entitled "TAX LEVY ORDINANCE FOR THE VILLAGE OF FREEBURG", FOR THE FISCAL YEAR COMMENCING APRIL 1, 2014, AND ENDING MARCH 31, 2015."

I FURTHER CERTIFY that said Ordinance was duly and regularly adopted by the Village President and Village Board of the Village of Freeburg, St. Clair County, Illinois, at a duly convened meeting of the President and Board of Trustees of the Village of Freeburg, Illinois, on the 17th day of November, 2014.

I FURTHER CERTIFY that said Ordinance 1520 was approved by the Village President of the Village of Freeburg, Illinois and that he duly affixed his signature thereto, and that said Ordinance was duly signed and attested by me, as Village Clerk of said Village; and that said Ordinance was duly recorded and filed in the Office of the Village Clerk and that the attached Ordinance is a true and correct copy of the original as the same appears of record in the minutes of said Village Board meeting of November 17, 2014.

I FURTHER CERTIFY that the Village Board of said Village is composed of six Trustees and the Village President; that on November 17, 2014, at the duly convened meeting of said Village Board, when said Tax Levy Ordinance was adopted, that _____ Trustees and the Village President were present, and that said Ordinance was adopted by the _____ vote of all members of the Village Board who were present.

I FURTHER CERTIFY that a copy of this original Tax Levy Ordinance is hereby certified by me to the County Clerk of St. Clair County, Illinois, by Order of the Village Board as provided in said Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Village of Freeburg, Illinois, this _____ day of November, 2014.

JERRY MENARD
Village Clerk
Village of Freeburg, Illinois

(SEAL)

**TRUTH IN TAXATION
CERTIFICATION OF COMPLIANCE**

The undersigned, presiding officer of VILLAGE OF FREEBURG, hereby certifies that I am the presiding officer of the VILLAGE OF FREEBURG, and as such presiding officer I hereby certify that the levy ordinance, a copy of which is appended hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Sections 18-55 through 18-100 of the "Truth-In-Taxation" law.

CHECK ONE OF THE CHOICES BELOW:

- 1) The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 105% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Certificate applies to the levy for the fiscal year commencing April 1, 2014, and ending March 31, 2015.

Date: _____

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

ORDINANCE NO. 1522

**AN ORDINANCE AMENDING TITLE V, CHAPTER 51 OF THE REVISED CODE
(ELECTRIC SYSTEM) AND ESTABLISHING GUIDELINES FOR THE
INTERCONNECTION OF ONSITE GENERATING FACILITIES,
VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS**

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

TITLE V, CHAPTER 51, Electric System, is hereby amended by establishing the guidelines for interconnection of onsite generating facilities connected to the Village of Freeburg's Municipal Electric System which shall read as follows:

**GUIDELINES FOR INTERCONNECTION TO THE VILLAGE OF FREEBURG
MUNICIPAL ELECTRIC SYSTEM**

Section 51.34: The Village of Freeburg shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities connected to the Village of Freeburg's Municipal Electric System in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the Village of Freeburg's electric distribution system.

(A): Guidelines for interconnecting to the utility system are as follows:

1. Only generating facilities that have been approved by the Public Works Director and/or Head Lineman of the Village of Freeburg Electric Department (or official designated by the utility) shall be interconnected with the Village of Freeburg's electric distribution system.
2. Interconnection Services shall only be available to premises with aggregated total generation t a single customer site of less than 300 kW.
3. All interconnections shall comply with IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (IEEE 1547) as they may be amended from time to time.
4. The Village of Freeburg is under no obligation to purchase energy supplied to the utility under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the utility's system and receive credit for such energy under the utility's Net Metering Policy.
5. If the customer qualifies under the Interconnection standard but does not qualify under the Net Metering Policy, then any energy delivered to the utility system shall be surrendered to the utility with no value. The Village of Freeburg will install a meter that will not provide any credit for energy delivered to the utility system and the customer will pay for any costs associated with the meter charge.
6. Customers will comply with all other applicable utility standards for interconnection.
7. Capacity of 10kW or less and interconnected to the utility system shall comply with IEEE 1547 section 5.5, periodic interconnection tests. All interconnection related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be maintained and submitted to the Village of Freeburg Electric Department.

8. Systems of greater than 10 kW shall perform all interconnection-related protective functions and associated battery testing on a yearly basis. All test reports shall be submitted to the Village of Freeburg Electric Department after completion of the yearly testing.
9. Reports required under Section 2, paragraphs g. and h., must be submitted within 30 days of the anniversary date of the energizing of the interconnect generating. If the required reports are not received within the period, the generation must be disconnected until such time as the reports are submitted.

(B) The Village of Freeburg Electric Department shall develop such documents as needed to implement this policy.

PASSED by the Board of Trustees and approved by the Mayor this ____ day of November, 2014.

YEAS _____

NAYS _____

ABSENT _____

ABSTAIN _____

 Jerry Menard
 Village Clerk

Approved this _____ day of November, 2014.

VILLAGE OF FREEBURG, ILLINOIS

 Seth E. Speiser
 Village President

ATTEST:

Approval as to Legal Form:

 Jerry Menard
 Village Clerk

 Village Attorney

ORDINANCE NO. 1523

**AN ORDINANCE AMENDING TITLE V, CHAPTER 51 OF THE REVISED CODE
(ELECTRIC SYSTEM) AND ESTABLISHING THE NET METERING GUIDELINES
FOR INTERCONNECTION OF ONSITE GENERATING FACILITIES TO THE
VILLAGE OF FREEBURG'S MUNICIPAL ELECTRIC SYSTEM**

WHEREAS, it has been determined that the public interest would be served by establishing a guideline for net metering service for energy generated from an interconnection of on-site generating facilities connected to the Village of Freeburg's Municipal Electric System:

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

TITLE V, CHAPTER 51, Electric System, is hereby amended by establishing the net metering guidelines for interconnection of on-site generating facilities connected to the Village of Freeburg's Municipal Electric System which shall read as follows:

**NET METERING GUIDELINES FOR INTERCONNECTION OF ON-SITE
GENERATING FACILITIES CONNECTED TO THE VILLAGE OF FREEBURG'S
MUNICIPAL ELECTRIC SYSTEM**

Section 51.35:

- (A) The Village of Freeburg shall make available, upon request, net metering service to any customer taking service from the Village of Freeburg and who meets the requirements set forth in this policy. For purposes of this policy, "net metering" means service to an electric customer under which electric energy generated by that electric customer from an eligible onsite generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy.
- (B): For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable fuels shall be considered on a case by case basis. In all cases, facilities interconnected must be deemed to be renewable to qualify for this policy.
- (C): The electric generating facility must also abide by the Village of Freeburg's Interconnection Standards.
- (D): Subject to the limitations set forth herein, the Village of Freeburg shall make net metering service available upon request to any Village of Freeburg's electric customer with a qualifying generating facility of 10kW capacity or less.
- (E): Any generating facility greater than 10kW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Electric Department Head Lineman.
- (F) Total net metered capacity interconnected under this policy for the Village of Freeburg's system shall not exceed 2% of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing net metered customers shall be allowed to continue under this policy. However, no

new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than 2% of the system's peak.

- (G)** Energy generated by the customer—owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer, in excess of the energy required by the customer's loads for a given billing period, said customer will not receive any credit or compensation of any kind for any future billing period. Nothing in this agreement shall relieve the customer's obligation to pay any taxes, fees, purchase power adjustment, or monthly facility charge associated with any billing period.
- (H)** Any costs the Village of Freeburg incurs associated with the net metering program, including but not limited to changes in metering, other physical facilities or billing-related costs shall be borne by the participants in the net metering program.
- (I)** The Village of Freeburg's Electrical Department and the Village of Freeburg may modify the net metering policy as required by law or as determined by the needs of the Village of Freeburg.

PASSED by the Board of Trustees and approved by the Mayor this ____ day of November, 2014.

YEAS _____

NAYS _____

ABSENT _____

ABSTAIN _____

 Jerry Menard
 Village Clerk

Approved this _____ day of November, 2014.

VILLAGE OF FREEBURG, ILLINOIS

 Seth E. Speiser
 Village President

ATTEST:

Approval as to Legal Form:

 Jerry Menard
 Village Clerk

 Village Attorney

ORDINANCE NO. 1524

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A PRELIMINARY/CONSTRUCTION AGREEMENT FOR MOTOR FUEL TAX FUNDS BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND RHUTASEL AND ASSOCIATES, INC.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a Preliminary/Construction Engineering Agreement for Motor Fuel Tax Funds as described in the attached Agreement and;

WHEREAS, said Agreement details the work to include removing and replacing existing 36" cnp with new pipe culvert(s) located approximately 3300' north of the intersection of Douglas Road and Country Side Lane and;

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds 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 Preliminary/Construction Engineering Agreement for Motor Fuel Tax Funds attached hereto as "Exhibit A" and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Engineering Agreement attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

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

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 17th DAY OF NOVEMBER, 2014.

YEAS _____

NAYS _____

ORDINANCE NO. 1524 cont.

ABSENT _____

ABSTAIN _____

Approved this 17th day of November, 2014.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney

Municipality Freeburg	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Rhutasel and Associates, Inc.
Township Smithton				Address 4 Industrial Drive, P.O. Box 97
County St. Clair				City Freeburg
Section 14-00025-00-DR				State IL

THIS AGREEMENT is made and entered into this 17th day of November, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Country Side Lane Route NA Length 40 Ft. miles Structure No. _____

Termini 3300' North of Intersection of Douglas Road (County Highway 47) and Country Side Lane

Description
Remove and replace existing 36" cmp with new pipe culvert(s).

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge roadway plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare ~~Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.~~
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **The actual cost of performing the work using the current hourly Compensation Schedule not to exceed \$12,500 without the LA's prior authorization.**
 - b A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
All Grade Classifications	Attached
Reimbursible Expenses	Attached
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2014. In event the services of the ENGINEER extend beyond 12/31/2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. **Said Adjustments will occur annually on Jan. 1.**

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, ~~90~~ **100** percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, ~~90~~ **100** percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, ~~100~~ percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed ~~90~~ **100** percent of the amount earned, may be made from time to time as the work progresses.

4. ~~That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.~~
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. **the current Compensation Schedule.** It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above. **for the additional hours and reimbursable expenses per the current Compensation Schedule.**
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Freeburg of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Board

Jerry Lynn Menard Village Clerk

By _____

(Seal)

Title: Seth Speiser, Village President

Executed by the ENGINEER:

Rhutasel and Associates, Inc.

4 Industrial Drive, P.O. Box 97

ATTEST:

Freeburg, IL 62243

By _____

Gale E Hake

Title: Tim Pruett, Ass. Sec/Treas

Title: Gale Hake, Vice-President

Approved

Date
Department of Transportation

Regional Engineer

RHUTASEL and ASSOCIATES, INC. COMPENSATION SCHEDULE



HOURLY RATES

Principal Engineer.....	\$165/hour
Sr. Project Engineer	\$137/hour
Structural/Sr. Civil Engineer.....	\$155/hour
Project Engineer.....	\$105/hour
Principal Surveyor	\$165/hour
Project Surveyor.....	\$105/hour
Resident Engineer	\$120/hour
Design/Construction Engineer	\$95/hour
Design Surveyor.....	\$88/hour
Resident Technician.....	\$95/hour
Technician V	\$90/hour
Technician IV.....	\$80/hour
Technician III.....	\$67/hour
Technician II	\$56/hour
Technician I	\$45/hour

REIMBURSABLE EXPENSES

Travel	\$0.55/mile
Nuclear Density Gauge (Troxler)	\$150/½ day
B&W Photocopies	\$0.15/copy
Color Photocopies.....	\$1.50/copy
Large Format Prints	\$3.00/sheet
All Other Expenses including Sub-consultants.....	Cost + 20%

Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.

If assignment requires overtime (over 8 hours per day) Monday through Friday or anytime on Saturday, these rates will be increased 50% (one and a half time) for those overtime hours. If assignment requires overtime on Holidays or Sundays, these rates will be increased 100% (double time) for those overtime hours. There will be a four (4) hour minimum charge on all weekend and Holiday assignments.

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

EXHIBIT I

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

TIF

Joint Review Board Meeting
Monday, November 10, 2014 at 1:30 p.m.

The meeting of the Joint Review Board for the TIF was called to order by Frank Heiligensten at 1:30 p.m. on Monday, November 10, 2014, in the Municipal Center. Those in attendance were Frank Heiligenstein representing St. Clair County, Mark Janssen representing Freeburg District 70, Marianne Recker and Tony Miller representing Freeburg Township, Jim Gehrs representing Southwestern Illinois College, Holly Zipfel representing Freeburg Area Library, Vicki Helms and Barb Borger, representing Freeburg Park District, Theodore Mueller representing Freeburg Fire Protection District, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Tom Carpenter.

A. **OLD BUSINESS:** *Ms. Vicki Helms motioned to approve the November 10, 2013 minutes and Mr. Mark Janssen seconded the motion. All voting yea, the motion carried.*

B. **NEW BUSINESS:**

1. Review of Yearly TIF Report: Village Administrator Tony Funderburg advised that the yearly report has been filed. He stated the TIF bonds were refinanced earlier this year. The life of the bonds was extended by one year. Our yearly payment is approximately \$190,000 and we are currently bringing in about \$220,000 in property taxes per year. This does not include any property tax monies that will be brought in from O'Reillys. Tony confirmed our goal is to pay down the bonds as quickly as possible.

By refinancing the TIF bonds, we will save approximately \$600,000. All of the property tax collected from the TIF district will go to paying down the bonds. Tony said these bonds were only set up to pay the bonds. They cannot be used for any other improvement to the TIF. Mark Janssen stated he likes the path the Village is going with paying off the bonds down more quickly.

Frank Heiligenstein asked if the Village has any future TIF projects in the works and Tony said he doesn't know where that comment came from. He said he attended a previous meeting regarding economic development and there may have been a brief mention of a TIF to help with improvements for the buildings within the current TIF. Tony advised our next focus is the Comprehensive Plan and getting one in place. He advised the committee that Joe Koppeis has filed a request to have his tax assessment lowered. Julie advised the Board of Review hearing will be held December 8, 2014 at 1:30 p.m.

Joint Review Board Meeting Minutes
Monday, November 10, 2014
Page 1 of 2

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Ms. Vicki Helms motioned to adjourn the meeting at 1:44 p.m. and Mr. Mark Janssen seconded the motion. All voting aye, the motion carried.*

A handwritten signature in black ink that reads "Julie Polson". The signature is written in a cursive, flowing style.

Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

ELECTRIC COMMITTEE MEETING
(Blaies/Smith/Niebruegge)
Wednesday, November 12, 2014 at 5:30 p.m.

EXHIBIT J

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The meeting of the Electric Committee was called to order at 5:35 p.m. on Wednesday, November 12, 2014 by Trustee Elizabeth Niebruegge. Committee members present were Chairman Mike Blaies (5:40 p.m.), Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Dean Pruett, Trustee Matt Trout, Trustee Ray Matchett (absent), Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS

1. Approval of October 15, 2014 Minutes: Trustee Steve Smith motioned to approve the October 15, 2014 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.

Trustee Steve Smith motioned to approve the October 15, 2014 Executive Session minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.

2. Surplus Equipment: Tony has the list Shane compiled of the surplus equipment. He needs a little time on how the process works with selling the equipment through Springfield. The committee discussed whether or not to bid out the smaller ticket items locally and just send the larger items to Springfield. Shane said we could also set a minimum price on the bids. Because there is a larger audience for the big ticket items, the committee agreed to send that to Springfield for bidding.
3. Net Metering and Geothermal Program: Proposed ordinances were previously passed out which would set a policy in place for net metering and interconnection. We need to get something established and get it into our code. Julie will email the proposed ordinances tomorrow so we can have them placed on Monday's board agenda. Shane would like to see some type of geothermal program to update our streetlights. We also need to establish that policy. Trustee Trout believes we should start with our lights so it will benefit everyone in our community. Trustee Niebruegge suggested leaving a percentage of the money for business and residential customers. Shane and John will confirm with IMEA if we have \$10,000 to use this year. John said the IMEA money can carry over from year to year but we have to let Rod know that we want to carry it over. This program would be administered by IMEA. The committee agreed on a 75/25 split on the geothermal money.

4. Shed: Shane said they have installed the walls, electric, and new doors as well as the oil separator. The next project will be getting the insulation in.
5. Charter Pole Agreement: Tony does not have anything new to report.

B. NEW BUSINESS:

1. New Bucket Truck Pricing: Shane provided a quote for an Altec bucket truck of \$165,000. Shane said this is a basic truck and he would like to add bin lighting, cable reels for the wire and a tool circuit on the back. That would add \$3,000 - \$4,000 to the price. Tony said with the Ameren settlement, we will use that money to go towards the purchase. John thinks the settlement will be in the range of \$120,000 - \$160,000. Tony said we have \$25,000 in this year's budget for the truck. We know we need the truck and we have an opportunity to use the settlement money for it. Trustee Pruett asked if we can get other quotes, and Shane said no-one else makes a truck with the specifications that we need. Steve asked for the maintenance costs on the truck we would be replacing. The committee asked for other quotes that compare as closely as possible with the Altec truck.
2. APPA Legislative Rally: Next year's rally will be held from March 9 – 11, 2015. John said IMEA would like to know if we are going to send anyone. The committee agreed to have IMEA hold two spots for us.
3. IMEA/Ameren Settlement: John attended IMEA's strategic planning meeting last week. IMEA has \$1,100,000 in bonds with call dates coming up. They would like to refinance and save approximately \$7,000,000 per year. IMEA would like to retain the A+ rating, and they would like to pay off Trimble County and Prairie State's debt service in 17 years. Several communities voiced their concern over this because this would result in raising residential electric rates. IMEA is considering a suggestion made to refinance \$117,000,000 and see what the rating agency says, and then make a decision on the remaining \$577,000,000. John said we would rather see the debt service extended out and extend our contract to 2035 or 2045 and not to have to pass on rate increases to our residents. He will keep us informed on this.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: Trustee Steve Smith motioned to adjourn at 6:21 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.


Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Matchett/Blaies)

Wednesday, November 12, 2014 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 Law Group, P.C

The Public Works Committee Meeting was called to order at 6:21 p.m. on Wednesday, November 12, 2014, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett (absent), Trustee Mike Blaies, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Steve Smith, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of October 15, 2014 minutes: Trustee Mike Blaies motioned to approve the October 15, 2014 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Sewer project: Attorney Manion is working with Helms' attorney.
3. Sewer issues: Public Works Director John Tolan reported no issues.
4. Water main extension along Rentchler Road: Mayor Speiser said there is nothing new to report.
5. Countryside Lane annexations: Tony said we had a title search done on the road and it shows ownership by Smithton and Schlueter. We will have something done soon on this. Tim Pruett will be submitting an engineering agreement for approval at Monday night's board meeting on this.
6. GIS Implementation: John said TWM has the electric entered into the system. John talked to them and asked if he could get the water/sewer maps on disc.
7. SLM Water Issues: John said it seems to be settling down a little bit. He is continuing to monitor Save site.

B. NEW BUSINESS:

1. FSH Minutes: John said the minutes will be included for informational purposes. John said we will see a contract from SLM regarding the emergency interconnect with Illinois American Water that states we will not sell them any water, and only buy water on an emergency basis.
2. West Treatment Plant Sample Limit Exception: John said EPA shows we collected a bad sample back in June. He said we had a significant rain event that contributed to the exception. He will send them a letter explaining what happened. We will be inspected by EPA at the end of the month.

Water/Sewer Committee Meeting
Wednesday, November 12, 2014
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Tony said we have a resident that is being billed sewer and trash at in town rates, and they are not within the Village limits. The committee directed Tony to send a letter asking them if they would be interested in annexing into the Village. If not, we will adjust the rates accordingly. John said he is going to try and get the Ethers hooked up to the sewer. Tony said we have our code that we need to follow.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn at 6:34 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
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, November 12, 2014 at 6:30 p.m.

EXHIBIT L

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The meeting of the Public Property Committee was called to order at 6:34 p.m. on Wednesday, November 12, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Matt Trout, Trustee Ray Matchett (absent), Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

POOL: A. OLD BUSINESS: Public Works Director John Tolan has been winterized.

B. NEW BUSINESS:

1. St. John the Baptist Black and White Dinner Auction Donation Request: This is the annual request for a pool pass. Trustee Dean Pruett motioned to approve a 10-day pass to the pool and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.

STREETS: A. OLD BUSINESS:

1. Approval of October 15, 2014 Minutes: Trustee Steve Smith motioned to approve the October 15, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried. Trustee Steve Smith motioned to approve the May 14, 2014 and June 11, 2014 Executive Session Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Safe Routes to School: Tony said the new plan is being submitted for a January letting. We will have a little bit of money to spend on that project and will make sure we have it in the budget. Steve asked if we will be able to get grants and Mayor Speiser said Senator Clayborne said to call him about that. Tony talked to Jerry Costello who said he can help us out on that.
3. MFT/Ditch on N. Main: John said Chris from Rhutasel is working with us on the asphalt for Main Street to see how much we have in the budget. John would still like to do Main Street, Hill Street and State. He talked to Tim Pruett about the Huelsman culvert and are working to set up a meeting with Mr. Harryman. Tim said we need an engineering agreement for Countryside Lane which will need to be approved at Monday's meeting. John asked Tim to conduct another flow calculation so when we do this project, it will be done correctly.
4. Drainage Problem Areas/Southgate Drive/Huelsman: See above.
5. Shady Lane Dispute: Tony advised there is a new lawyer in Brian's office and he will be working on this.

6. Cemetery Road: Tony reported there was a problem with Cemetery Road over the holiday. The County supposedly fixed it, but we had residents call in with damage done to their cars. The County came back out and it is a little better. John called Frank about it and asked for an emergency contact for when we have things happen like this on a holiday. John said our guys went out and put up warning signs. If we didn't do that, we could have had a much more serious situation.
7. Village Park Gazebo: Trustee Niebruegge said the gazebo is up and it looks amazing. John said Shane will run electric to it and the security cameras are ordered. Shane will put lights in the gazebo and the electric panel will be located in close proximity to the structure. We need to come up with a policy on renting the gazebo. Elizabeth stated she is already working on one. John requested we have something in the policy prohibiting staples or nails on the gazebo.
8. Grant opportunities: Tony advised we received the 25% grant for the pool pavilion. The park received the MEPRD grant and Tony is turning that over to Rhutasel and the park to manage.
9. Leaf/Limb Pickup: John said the pickup is going well. We have been through town twice and will have two trucks out now. The old sewer plant has been opened up for residents to be able to take bagged leaves for drop off. The signs are in and are being utilized. Item can be taken off the agenda.
10. Donation Collection Time Limit: Elizabeth has a meeting set with Matt and Chief Donald on Friday.

John stated he is working Brent Borger and Dave Daniels' culverts. The sidewalk by St. Joe's is done, and they are working on one on W. Washington and Belleville. Since the colder weather is here, that will be the extent of our sidewalk repairs. He will be sealing the cracks in Lone Oaks and Timberwolf next week.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: Tony expressed his concern with Freeburg Women's Club and their use of the Village Park without asking. He would like to reach out to them and find out why they did not talk to us first.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn the meeting at 7:00 p.m. and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.*


Julie Polson
Office Manager