

REGULAR BOARD MEETING AGENDA – OCTOBER 17, 2016 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. September 28, 2016 – Special Board Meeting Minutes – **Exhibit A**
 - 4 – 2. October 3, 2016 – Board Meeting Minutes – **Exhibit B**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report –
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Presentation of Award of Appreciation Plaque to Canine Diggitt
 - 10 – 2. Zoning Administrator’s Report – **Exhibit C**
 - 10 – 3. The Great Shakeout Proclamation – **Exhibit D**
11. Recommendations of Boards and Commissions – None
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids – None
14. Resolutions – None.
15. Ordinances –
 - 15 – 1. Ordinance #1603: An Ordinance Annexing the Sigman Property – **Exhibit E**
 - 15 – 3. Ordinance #1604: An Ordinance Authorizing the Execution of a Contract Agreement for Transportation Engineering Services with TWM for Hill Mine Road Drainage Project – **Exhibit F**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, October 12, 2016 – 5:30 p.m. – **Exhibit G**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, October 12, 2016 – 5:45 p.m. – **Exhibit H**
 - 19 – 3. Streets Committee Meeting – Wednesday, October 12, 2016 – 6:00 p.m. – **Exhibit I**
 - 19-3a. Recommend Approval of TWM Contract Agreement – see Item 15-3 above
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, October 26, 2016 – 5:30 p.m.
 - 20 – 3. Finance Committee Meeting – Wednesday, October 26, 2016 – 5:45 p.m.
 - 20 – 4. Personnel/Police Committee Meeting – Wednesday, October 26, 2016 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, November 7, 2016 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

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

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

SPECIAL BOARD MEETING WEDNESDAY, SEPTEMBER 28, 2016 MINUTES

Mayor Seth Speiser called the Special Board Meeting to order at 6:20 P.M., on Wednesday, September 28, 2016 to discuss Leaf Truck Financing and FY 2016 Audit Report.

ROLL CALL: Mayor Seth Speiser – here; Trustee James Blaies – here; Trustee Denise Albers – here; Trustee Ramon Matchett, Jr. – here; Trustee Bert Pruett – here; Trustee Mathew Trout – here; Trustee Elizabeth Meehling – here; (7 present 0 absent)

Present: Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg, and guest Janet Baechle.

OLD BUSINESS:

Mayor Speiser stated under old business we have the financing of the leaf truck. Village Administrator Funderburg held a short discussion about the financing of the leaf truck. Trustee Matchett said at this time he would like to make a motion.

Trustee Ramon Matchett, Jr. motioned for the financing of the village leaf truck through Midland State Bank and not to exceed \$67,000 at the interest rate of 2.75% and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Ramon Matchett, Jr. – aye; Trustee Mathew Trout – aye; Trustee Denise Albers – aye; Trustee Elizabeth Meehling – aye; Trustee Bert Pruett – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

Mayor Speiser asked is there anymore old business to be discussed? Hearing none we will move on to new business.

NEW BUSINESS:

Mayor Speiser stated we have the FY 2016 Audit Report for approval. Village Administrator Funderburg asked are there any questions on the FY 2016 Audit Report. Mayor Speiser said hearing none, he would like to have a motion.

Village of Freeburg Special Board Meeting Minutes
Wednesday, September 28, 2016
Page 1 of 2

Trustee Ramon Matchett, Jr. motioned to approve the FY 2016 Audit Report and Trustee Mathew Trout seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Mathew Trout – aye; Trustee Elizabeth Meehling – aye; Trustee Bert Pruett – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried. (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

Mayor Speiser called for any more new business.

PUBLIC PARTICIPATION: Mayor Speiser called for any public participation.

Trustee Ramon Matchett, Jr. motioned to adjourn the Special Board Meeting at 6:25 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.


Jerry Menard
Village Clerk

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

FREEBURG REGULAR BOARD MEETING MONDAY, OCTOBER 3, 2016 @ 7:30 P.M. BOARD MEETING MINUTES

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, October 3, 2016 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee James Blaies – here; Trustee Bert Pruett – here; Trustee Elizabeth Meehling – here; Trustee Mathew Trout – here; Trustee Denise Albers – here; Trustee Ramon Matchett, Jr. – absent; Mayor Seth Speiser – here; (6 present, 1 absent). Mayor Speiser announced there is a quorum.

EXHIBIT A:

Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Monday, September 19, 2016 with corrections and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

FINANCE: Trustee Trout gave us a Finance Report in absent of Trustee Matchett.

Review of Board Lists: Trustee Trout stated we reviewed the Board Lists.

Review of Investments: Trustee Trout stated we have a CD due at the end of October. Trustee Trout said Treasurer Vogel said he will only need a few days to bid it out and take care of it.

Income Statement: Trustee Trout said we looked at the Income Statement. We talked a little bit about the police department the ins and outs. Trustee Trout said Tony said a lot of new money that came in the police department bought the tablets for the police cars.

Treasurer's Report: Trustee Trout said we talked about the financing of the leaf truck, which will come up later.

OLD BUSINESS:

1. Newsletter: Trustee Trout said the newsletter has been mailed out and the next one will go out around January. Trustee Trout said we will get the phone survey out within the next couple of weeks to see how the residents like the newsletter.

Village of Freeburg Board Meeting Minutes

Monday, October 3, 2016

Page 1 of 5

2. FY 2016 Audit/Contract: Trustee Trout stated the FY 2016 Audit was taken care at the Special Board Meeting which was held on Wednesday, September 28, 2016.

3. Financing of Leaf Truck: Trustee Trout stated the financing of the leaf truck was taken care of also at the Special Board Meeting held on Wednesday, September 28, 2016

TREASURER'S REPORT: Village Treasurer Bryan Vogel passed out March 2016 Treasurer's Report to be viewed and have approval at the next board meeting.

ATTORNEY'S REPORT: None.

EXHIBIT C:

ESDA REPORT: ESDA Coordinator Gene Kramer gave us an update on his ESDA Report that was in our packet.

PUBLIC PARTICIPATION: Janet Baechle asked about the ACH Transfer/MEA Bill. Tony said it has to do with transferring money.

REPORTS AND CORRESPONDANCE:

EXHIBIT B:

Zoning Administrator's Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Henning. Hearing none we will move on.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

EXHIBIT E:

ORDINANCE: Mayor Speiser stated we have Ordinance #1602. A Noise Ordinance.

Before voting upon the Noise Ordinance #1602 we held a small discussion. Attorney Manion explain to the board of the changes to the noise ordinance.

Trustee Elizabeth Meehling motioned to adopt Noise Ordinance #1602 with correction to the time from 11:00 p.m. to 10:00 p.m. and Trustee Mathew Trout seconded the motion. ROLL CALL: Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – absent; (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT F:

Legal/Ordinance Committee Meeting:

Trustee Lisa Meehling called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, September 28, 2016.

OLD BUSIENSS:

1. Zoning Report/Nuisance Properties: Trustee Meehling stated that Zoning Administrator Henning reported there were a few high grass nuisance but that was all. We have a Board of Appeals meeting scheduled for October 27th.
2. Combination of Plan Commission and Board of Appeals: Trustee Meehling said Administrator Funderburg would like to combine this hearing with the current one scheduled on October 27th.
3. Noise Ordinances: Trustee Meehling stated we just passed this ordinance on noise earlier on the agenda.

NEW BUSIENSS: None.

EXHIBIT G:

Personnel/Police Committee Meeting:

Trustee Matt Trout called the meeting of Personnel/Police to order at 6:10 p.m. on Wednesday, September 28, 2016.

POLICE:

OLD BUSIENSS:

1. Police Canine: Trustee Trout said Chief Donald reported Officer Boeving and our K-9 dog has completed training. The car show that was held at Skootr's raised \$2,000 for the K-9 program. Matt thanked everyone who came out to support the program that night.
2. New Patrol Car: Trustee Trout stated the new patrol car is here and is out on the streets.
3. MEGSI Officer: Trustee Trout said we are going to table this for right now.
4. Part-time Officers: Trustee Trout said we discussed the part-time officers. We have one able to work and the other one does not have enough street hours just yet. Trustee Trout stated he would like to see us get more part-time help. We are going to put an ad in the paper for part-time officers for most of our applications are 1 to 2 years old.

Village of Freeburg Board Meeting Minutes

Monday, October 3, 2016

Page 3 of 5

NEW BUSINESS: None.

PERSONNEL:

OLD BUSINESS:

1. Health Insurance Option to Switch to Spouse's Plan: Village Attorney Manion needs to complete this.

NEW BUSINESS: None.

UPCOMING MEETINGS:

Electric Committee Meeting – Wednesday, October 12, 2016 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, October 12, 2016– 5:45 p.m.

Streets Committee Meeting – Wednesday, October 12, 2016 - 6:00 p.m.

Board Meeting – Monday, October 17, 2016 – 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Denise Albers – No thank you.

Trustee Lisa Meehling – The Chamber Chili Cook Off is this Saturday at the Village Square Park. Please come out and support us.

Trustee Matt Trout – He said this is something, we put a lot of work into this. Please come out and enjoy yourself and have a good time. This will help raise money for the Freeburg Clothing and Food Bank. He would also like to thank everyone for the opportunity to go to IML Conference.

Village Clerk Jerry Menard – No thank you.

Mayor Seth Speiser – Come out and support the Chili Cook Off.

Trustee James Blaies – Please come out to support the Fall Festival on Saturday.

Trustee Bert Pruett – No thank you.

STAFF COMMENTS:

Village Administrator Tony Funderburg – Come out to the Chili Cook Off and taste his amazing chili he makes. No other chili can come close to his.

Public Works Director John Tolan – He said he bets Deans chili will beat Tony's chili. Are there any takers.

Village Zoning Administrator Gary Henning – Hope everyone can make it to the Chili Cook Off.

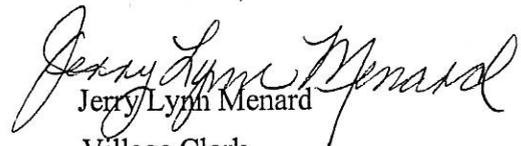
Village Attorney Brian Manion – No thank you.

Village Treasurer Bryan Vogel – No thank you.

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee Mathew Trout motioned to adjourn the meeting at 7:55 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, motion carried.


Jerry Lynn Menard
Village Clerk

VILLAGE BOARD MEETING

OCTOBER 17th, 2016

Gary Henning Zoning Administrator

A Board of Appeals Meeting is scheduled for Thursday, October 27, 2016 starting at 7:00 pm at the Village Hall.

11--Occupancy Permits issued to date in October 2016

4--Building Permits issued to date in October 2016

1-Carport

1-Roof covering open deck

2-signs

Nuisances Corrected to date in October - 6

GREAT SHAKEOUT DAY PROCLAMATION

The Freeburg area lies within areas that have major earthquake fault lines. The two most concerning for the Freeburg area are the New Madrid, and Missouri fault line and the Wabash Valley Seismic Zone. Their fault areas can shift at any time without warning, and as such, the quick action of our citizens is critical to reduce serious injury or even death as a result of a violent, large magnitude earthquake.

I am requesting the citizens of Freeburg to participate in The Drop, Cover and Hold On exercise. The Drop involves dropping to the ground before the earthquake drops you; Cover involves protecting your head and neck area by using your arms as temporary cover t these areas while you seek shelter under a sturdy desk or table if inside a business, school or home; and Hold On involves holding on to your shelter of a table or desk and be prepared to move with it until the shaking stops.

WHEREAS, the largest earthquake ever to hit in North America occurred in 1811 in New Madrid, Missouri, and was felt throughout the State of Illinois and beyond with considerable destruction; and

WHEREAS, Illinois sits atop two major fault zones, both directly affecting the Freeburg, Illinois area, and they are the New Madrid, Missouri and Wabash Valley; and

WHEREAS, the Great Central United States ShakeOut (“Great Shakeout”) is an effective approach to encourage emergency planning and practicing within the Village of Freeburg to understand what to do if the ground starts shaking; and

WHEREAS, Freeburg has experienced natural disasters of tornadoes, ice storms, severe thunderstorm winds and snow storms – prompting Freeburg ESDA to continue its commitment to emergency preparedness information to the citizens of Freeburg; and

WHEREAS, the 2016 Great ShakeOut will occur at 10:20 AM on October 20 with more several million people registered Worldwide, and is expected to be a Global Event for Earthquake readiness.

NOW, THEREFORE, I, Seth E. Speiser, Mayor of the Village of Freeburg, do hereby proclaim October 20, 2016 as “GREAT SHAKEOUT DAY” and urge all citizens to participate in this important earthquake drill.

IN WITNESS WHEREOF, I have hereunto set my hand on this 17th day of October, 2016.

Seth E. Speiser
Mayor

ORDINANCE NO. 1603

**AN ORDINANCE ANNEXING
CERTAIN TERRITORY TO THE VILLAGE
OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS
(SIGMAN PROPERTY)**

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Freeburg, St. Clair County, Illinois, requesting that said territory be annexed to the Village of Freeburg, and,

WHEREAS, petitioners are the sole electors residing within the said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Freeburg; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and,

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interest of the Village of Freeburg that the territory be annexed thereto.

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

Section 1: THAT the following described territory,

Legal Description:

Lot 3 of "PHILLIP FUESSER TRACTS ASSESSMENT PLAT"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "48" on page 21.

The property is commonly known as 3726 State Route 15, Freeburg, Illinois.

PIN: 14-33.0-100-004

ORDINANCE #1603 cont.

being indicated on an accurate map of the annexed territory (which is appended to and made part of this Ordinance) is hereby annexed to the Village of Freeburg, St. Clair County, Illinois, with a zoning classification of SR-1 (Single Family Residence).

Section 2: THAT the Village Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance.

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

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

Vote recorded by:

Jerry Lynn Menard
Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this ___ day of _____, 2016.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

Brian Manion
Village Attorney

PETITION FOR ANNEXATION (Sigman)

Comes Now the Petitioners, Logan Sigman and Benjamin Sigman, pursuant to 65 ILCS 5/6-1-8, being all of the owners of record of the following described land:

Lot 3 of "PHILLIP FUESSER TRACTS ASSESSMENT PLAT"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "48" on page 21.

P.I.N.: 14-33-0-100-004

And states as follows:

1. That the above described territory is contiguous to the Village of Freeburg, St. Clair County, Illinois and is not within the corporate limits of any municipality.
2. That the Petitioners represent at least 51% of the electors residing within the territory.
3. That the petitioners represent all of the property owners of record.
4. That the petitioners request the property be zoned SR-1 (Single Family Residential)

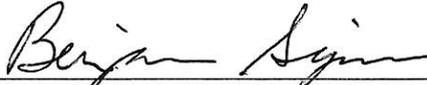
WHEREFORE PETITIONERS PRAY AS FOLLOWS:

1. That the above described territory be annexed to the Village of Freeburg with the zoning designation of SR-1.

Dated this 2 day of September, 2016.

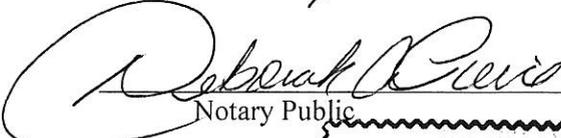


Logan Sigman

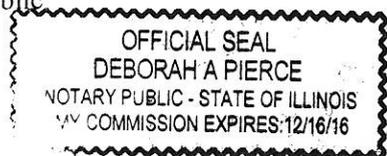


Benjamin Sigman

Subscribed to and sworn to before me this 2 day of September 2016.



Notary Public



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

NOTICE

TO WHOM IT MAY CONCERN:

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

Lot 3 of "PHILLIP FUESSER TRACTS ASSESSMENT PLAT"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "48" on page 21.

PIN: 14-33.0-100-004

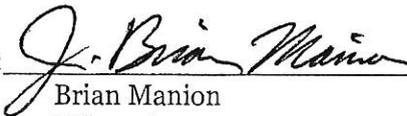
The property is commonly known as 3726 State Route 15, Freeburg, IL.

Said Petition has been filed in the Village Clerk's Office on September 2, 2016.

An ordinance to annex said property will be presented to the corporate authorities of the Village of Freeburg, St. Clair County, Illinois at the regular Village Board meeting on Monday, October 17, 2016 at 7:30 p.m. at the Freeburg Municipal Center, 14 Southgate Center, Freeburg, Illinois.

Dated: September 20, 2016

VILLAGE OF FREEBURG, ILLINOIS

By: 

Brian Manion
Village Attorney

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

ANNEXATION PLAT
ORDINANCE NO. 1603
FREEBURG, ILLINOIS

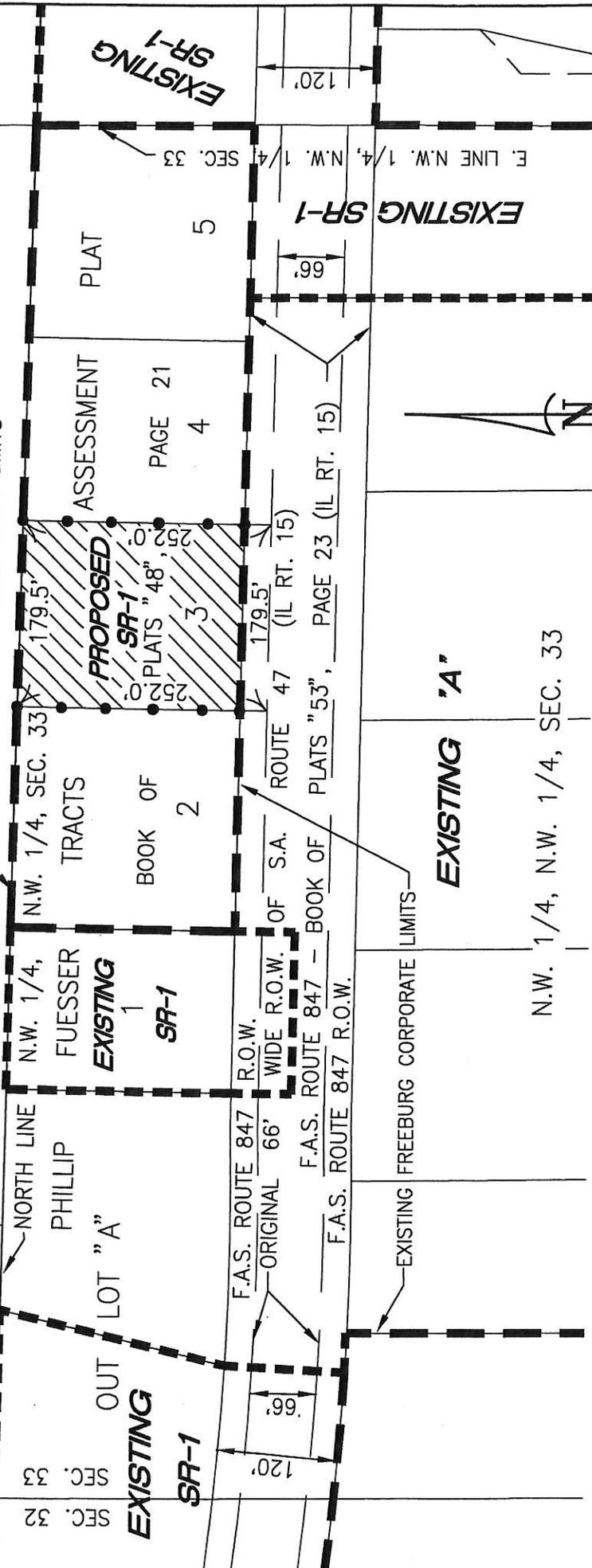
PART OF THE NORTH 1/2 OF THE N.W. 1/4 OF SECTION 33
 T. 1 S., R. 7 W. OF THE 3RD P.M.
 ST. CLAIR COUNTY, ILLINOIS

SEC. 29
 SEC. 28

EXISTING "A"

EXISTING "A"

EXISTING FREEBURG CORPORATE LIMITS



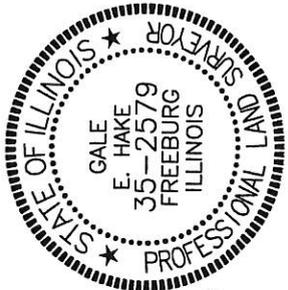
LEGEND

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

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

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

Gale E. Hake 9/14/16
 GALE E. HAKE, I.P.L.S. NO. 2579
 LICENSE EXPIRATION DATE: 11/30/2016



PETITION FOR ANNEXATION)
OF TERRITORY KNOWN AS THE)
SIGMAN PROPERTY,)
3726 STATE ROUTE 15)
TO THE VILLAGE) ORDINANCE NO. 1603
OF FREEBURG, ILLINOIS)

AFFIDAVIT

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

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

1. That she is the Office Manager for the Village of Freeburg, Illinois.

2. That the territory sought to be annexed and fully described in Exhibit "A" lies within the following fire protection district: Freeburg Fire Protection District.

3. That on September 27, 2016, Affiant sent notices in writing by certified mail to the following Freeburg Board of Township Trustees:

Roger Rubemeyer, 32 Lakeview Drive, Freeburg, IL 62243
Tony Miller, 722 Meadow Brook Drive, Freeburg, IL 62243
Philip J. Krieg, 5909 Barber Lane, Freeburg, IL 62243
Kenneth Bald, 568 Cemetery Road, Freeburg, IL 62243

4. That on September 27, 2016, Affiant sent a notice in writing by certified mail to the Township Supervisor: Charles H. Hill, 405 N. Edison, Freeburg, IL 62243;

5. That on September 27, 2016, Affiant sent a notice in writing by certified mail to the Township Clerk: Herbert J. Vollmer, 301 E. Mill Street, Freeburg, IL 62243;

6. That on September 27, 2016, Affiant sent a notice in writing by certified mail to the Township Highway Commissioner: Dale A. Recker, 8942 Jacks Run Road, Freeburg, IL 62243;

7. That on September 27, 2016, Affiant sent a notice in writing by certified mail to

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

8. That on September 27, 2016, Affiant sent a notice in writing by certified mail to the Freeburg Area Library: 407 S. Belleville, Freeburg, IL 62243;

9. That on September 27, 2016, Affiant sent a notice in writing by certified mail to the Freeburg Fire Protection District: 410 W. High Street, Freeburg, IL 62243;

10. That receipts were returned to Affiant showing delivery of notices to Charles Hill, Dale Recker, Marianne Recker, Tony Miller, Kenneth Bald, St. Clair County Highway Department, Freeburg Area Library and Freeburg Fire Protection District on September 29, 2016.

8. That a receipt was returned to Affiant showing delivery of notices to Phil Krieg, on September 29, 2016.

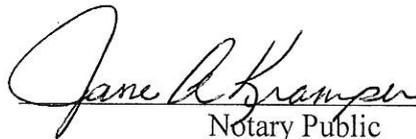
9. That a receipt was returned to Affiant showing delivery of notice to Roger Rubemeyer on October 3, 2016.

Further Affiant sayeth naught.



Julie Polson

Subscribed and sworn to before me this 13th day of October, 2016.


Notary Public

ORDINANCE NO. 1604

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A CONTRACT AGREEMENT FOR TRANSPORTATION ENGINEERING SERVICES BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND THOUVENOT, WADE & MOERCHEN, INC., REGARDING HILL MINE ROAD

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a contract agreement for Transportation Engineering Services with Thouvenot, Wade & Moerchen, Inc., (TWM), relative to the Hill Mine Road Project, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village for TWM to analyze the existing drainage facilities and identify any deficiencies and recommend proposed improvements in order to correct the deficiencies to the greatest extent practical; and

WHEREAS, TWM will also provide the probable construction costs, contract plans and specifications, and estimate of cost based on the final project scope.

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

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

SECTION 1. The recitals set forth above are hereby adopted, found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into the Contract Agreement attached hereto and made a part hereof.

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

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

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 20th DAY OF OCTOBER, 2016.

ORDINANCE NO. 1604 cont.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Approved this 20th day of October, 2016.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Village Attorney



Contract Agreement for Transportation Engineering Services

For some projects **Thouvenot, Wade & Moerchen, Inc.** may use this more simplified Contract Agreement to confirm the work authorized by a client and then to proceed with that work. Although the format is designed to help your understanding, this agreement is a legal and binding contract between two parties, **TWM INC.**, and you as the **CLIENT**. When you see the words "us", "we", and "our" they generally mean **TWM INC.** When you see the words "you" or "your", they generally refer to you as the **CLIENT**. Often these projects begin with a telephone call to our office. Therefore, please read this Agreement carefully. It confirms our conversation, our understanding of the work you desire, and the terms and conditions under which we will do that work.

1. **SCOPE OF SERVICES.** You requested that we perform all of the following tasks:

A. Topographic Survey

- Collect topographic survey information of the Hill Mine Rd. from Illinois 13 to Tank Rd.
- Collect drainage structure, storm sewer, and culvert information for any structures within the limits.
- Note this scope does not include a boundary survey.

B. Drainage Study

- Use the survey information in conjunction with other available information to analyze the existing drainage facilities and identify any deficiencies.
- Recommend proposed improvements in order to correct the deficiencies to the greatest extent practical.
- Prepare Opinion of Probable Construction Cost for the proposed improvements

C. Contract Plans and Specifications

- Coordinate the improvements with IDOT, as necessary.
- Prepare Contract Plans and Specifications for the proposed improvements.
- Prepare Engineer's Estimate of Cost based on the final project scope.
- Assist the Village with various tasks during the advertisement/bidding phase.
- Note this scope does not include any land acquisition services (temporary easements or right-of-way acquisition). It is assumed that the Village will obtain any necessary land rights for the project.

D. Construction Phase Services

- Provide Construction Stakeout of the proposed improvements
- Provide Construction Observation/Documentation of the proposed improvements
- Provide Material Testing (if required) via a sub-consultant

E. Other Services

- Complete Boundary Survey (if required)
- Prepare Land Acquisition Documents (if required)
- Other Tasks as assigned by the Village

2. **PROJECT LOCATION.** This project is located at **Hill Mine Rd.** (See attached Aerial). Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our Scope of Services. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

3. **INFORMATION WE NEED FROM YOU.** We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

- Any plans/plats for the roadway or adjacent developments including the school.



4. **PROPOSED SCHEDULE.** We will not begin to work on this project until you accept this Contract and return it to us with your signature. We estimate we will be able to complete the design work by December 2016. However, we obviously do not control the schedule by which regulatory agencies review or approve plans. Through this Contract you acknowledge that, as well as your understanding that regulatory agencies may also require subsequent revision to the plans.
5. **INSURANCE.** We carry insurance protection from claims under the Workman's Compensation Act, general liability, automobile liability and other risks. We will provide you with evidence of those coverages if you request that we do so.
6. **QUALIFICATIONS.** We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.
7. **FEES.** Our services will be provided in accordance with the following:

We will provide the services outlined above as follows:

- A. Topographic Survey - Lump Sum Fee of \$4,000
 - B. Drainage Study - Lump Sum Fee of \$6,000
 - C. Contract Documents - Lump Sum Fee of \$7,500
 - D. Construction Phase Services will be provided at our **Hourly Rates**, as listed in our current **Schedule of Fees**, which is attached to this agreement. You will be billed for the number of hours it takes to complete this work multiplied by the fee for the job classification of each person working those hours.
 - E. Other Services will be provided at our **Hourly Rates**, as listed in our current **Schedule of Fees**, which is attached to this agreement. You will be billed for the number of hours it takes to complete this work multiplied by the fee for the job classification of each person working those hours.
8. **BILLING & PAYMENT.** We will bill you on a monthly basis for any services under the **Scope of Services** above, as well as for any additional services you requested, and any reimbursable costs we have provided to date. If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. You must pay the full amount of the invoice unless a portion of the invoice is in dispute, and in that case you must pay any portion of the invoice that is not in dispute while we work to answer your questions or resolve any issue you have raised.

Our payment terms require that the full amount of our services be paid within 30 days of invoice. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. We also reserve the right to file a lien against your property.

9. **SPECIFIC TERMS & CONDITIONS.** In addition to the General Terms and Conditions below, please note the following:
- You are responsible for paying any permit and / or application fees, any fees required by municipal ordinance, code, or other regulatory agency, and any fees for activities including but not limited to legal recordation or title report.
 - If any staking is required as part of this project and you ask that we reset survey stakes because previous stakes are damaged or destroyed by vandals or others, we will charge you extra for the additional time required.
 - You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.



- Although we provide many different professional services, those that you have requested are listed above. We have no obligation to provide services to you beyond those listed, or to offer advice or direction on any other matters.

ACCEPTANCE. Assuming that this document accurately reflects our conversation and the terms under which we are to perform this work, please sign at this page, keep a copy for your records and return or mail the original signature copy to us. We will begin work when we have received the signed agreement and retainer.

This Agreement and the **General Terms and Conditions** below, as well as any other attachments comprise the final and complete agreement between you and us. It supersedes any prior communication, representation, or agreement, whether oral or written, relating to the subject matter of this Agreement. By signing this Agreement, you acknowledge that you have read the document thoroughly, have had any questions explained and are satisfied. Amendments to this Agreement will not be binding unless made in writing and signed by both of us.

THOUVENOT, WADE & MOERCHEN, INC.


 Sheila J. Kirnlinger, P.E., S.E.
 Manager, Transportation Department

10/5/16
 Date

4940 Old Collinsville Road
 Swansea, IL 62226
 Phone: (618) 624-4488
 Fax: (618) 624-6688

VILLAGE OF FREEBURG

 Seth Speiser
 Mayor

 Date

14 Southgate Center
 Freeburg, Illinois 62243
 Office: (618) 539-5545
 Fax: (618) 539-5590



LOCATION MAP



GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

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

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

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

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

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

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

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

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

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

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

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

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

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

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

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

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein.

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

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement, using the court system only as a last resort. However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us.

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

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

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

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

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

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

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$2,500.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

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

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

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

ATTACHMENT FOLLOWS: CURRENT SCHEDULE OF FEES



ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of Jan 1st, 2016.

General Liability Insurance - The Hartford Insurance Company

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance - The Hartford Insurance Company

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability - The Hartford Insurance Company

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Hall & Company – Ace American Insurance Company

- **A/E Professional Liability Insurance Policy** – with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate.

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$157.00
Senior Engineer	\$153.00
Project Engineer V	\$150.00
Project Engineer IV	\$137.00
Project Engineer III	\$122.00
Project Engineer II	\$112.00
Project Engineer I	\$104.00
Project Manager IV	\$139.00
Project Manager III	\$127.00
Project Manager II	\$113.00
Project Manager I	\$93.00
Senior Structural Engineer	\$159.00
Structural Engineer V	\$150.00
Structural Engineer IV	\$145.00
Structural Engineer III	\$121.00
Structural Engineer II	\$117.00
Structural Engineer I	\$114.00
Survey Crew (3 man crew)	\$217.00
Survey Crew (2 man crew)	\$168.00
Survey Crew (2 man crew w/Robotics or GPS)	\$182.00
Survey Crew (1 man w/Robotics or GPS)	\$131.00
Survey Crew (1 man w/3D Scanner)	\$185.00
Engineer III	\$93.00
Engineer II	\$90.00
Engineer I	\$83.00
Surveyor IV	\$127.00
Surveyor III	\$113.00
Surveyor II	\$101.00
Surveyor I	\$85.00
Management Construction Engineering Services	\$113.00
Construction Observation (Non-Professional Engineer)	\$94.00
3D Scanning Technician	\$87.00
Technician V	\$83.00
Technician IV	\$79.00
Technician III	\$72.00
Technician II	\$68.00
Technician I	\$62.00
Jr. Technician	\$38.00
Senior Electrical Designer	\$112.00
Senior Transportation Designer	\$109.00
Data Systems Manager	\$98.00
Cad Manager	\$94.00
Cad Designer III	\$84.00
Cad Designer II	\$79.00
Cad Designer I	\$68.00
Accountant II	\$98.00
Accountant I	\$71.00
Word Processing	\$63.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$187.00
Live Sewer Testing	\$249.00
Mandrel Testing 2 Technicians w/ Equipment	\$172.00
Live Sewer Testing	\$232.00
Video Testing 1 Technician w/ Equipment	\$199.00
2 Technicians w/Equipment	\$272.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$66.00
Travel (Non local) per Mile at current GSA rate.	

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Mathew Trout

Dean Pruett

Lisa Meehling

Ray Matchett, Jr.

Mike Blaies

Denise Albers

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243

PHONE: (618) 539-5545 • FAX: (618) 539-5590

Web Site: www.freeburg.com

ELECTRIC COMMITTEE MEETING

(Blaies/Albers/Matchett/Pruett)

Wednesday, October 12, 2016 at 5:30 p.m.

VILLAGE ADMINISTRATOR

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, October 12, 2016 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers (absent), Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard (5:50 p.m.), Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of September 14, 2016 Minutes: *Trustee Ray Matchett motioned to approve the September 14, 2016 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*
2. Surplus Equipment: Head Lineman Shane Krauss advised there is nothing new.
3. New Electric Customers: Shane said he got a list from Jane and will review it more thoroughly. We have 13 residents in the Village that are on Ameren, 9 are on Monroe County, which is a co-op.
4. IMEA Annual Meeting: The annual meeting is November 4th, Shane will not be able to attend. Tony explained it is an appreciation dinner and awards ceremony. Public Works Director John Tolan advised anyone can attend the board meeting which is on Friday at 1:00 p.m. and also take a tour of the building.
5. Matt Kirkwood Annexation: Attorney Manion will look at that agreement next week.

B. NEW BUSINESS:

1. Customer Issues: Village Administrator Tony Funderburg advised we have a resident who installed solar on his home on Turkey Hill Lane by a company out of Kansas City. We gave the company a copy of our net metering policy. Shane advised the company that we don't pay the resident if his energy goes back into the grid. The solar company told the resident that he could bank his hours. John said we are a municipality and don't follow the same rules like public utilities such as Ameren. Our policy says you can't go over 10 kilowatts, and the resident wanted 17. Tony said in this instance, we were fine with the resident's request for 17 because he is at the end of our line and it doesn't affect our system. The resident received his bill, was very upset that he owed the money, and that we don't pay back. IMEA came down to see whether we were doing it right, and Tony reminded them that they were the ones that wrote our policy on net metering. Tony said Troy Fodor is also working on the issue. Tony told him not to pay the bill with this issue going on.

Electric Committee Meeting Minutes

Wednesday, October 12, 2016

Page 1 of 2

Tony advised we may be forced to provide some type of pay back for customers putting energy back out. John said we may need to look at crediting some of residents their electric back to them. John said this will be a good discussion at IMEA in November. He will also see if other communities are charging a fee to solar customers as well as crediting some money back. Tony has received calls for other residents wanting solar so we need to get this figured out. John would like to come up with a document that the resident has to sign if they go solar, the Village does not pay back for everything pushed out. We would just credit the resident's account every month rather than let them bank. We still need to get with IMEA and what Troy is working on. Tony also said our code does not protect the aesthetics of the solar panels as well.

Shane said now that the Fall Festival is over, he is going to add receptacles around the trees in Village Park so all of the cords out there can be eliminated. He said they have been tree trimming and clearing lines. Andy has completed Level 1, and Matt is go to go take Level 1 later this month. Shane thanked the committee for sending him to the second year of the IPSI conference. It was time well spent. John has scheduled a meeting with BHMG to review rates. Tony said our goal is to stabilize or possibly lower our electric rate. We also want to get a good handle on the power cost adjustment factor.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn at 6:00 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Mathew Trout

Dean Pruett

Lisa Meehling

Ray Matchett, Jr.

Mike Blaies

Denise Albers

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243

PHONE: (618) 539-5545 • FAX: (618) 539-5590

Web Site: www.freeburg.com

PUBLIC WORKS COMMITTEE MEETING

Trash/Water/Sewer

(Pruett/Albers/Blaies/Matchett)

Wednesday, October 12, 2016 at 5:45 p.m.

EXHIBIT H

VILLAGE ADMINISTRATOR

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 6:02 p.m. on Wednesday, October 12, 2016, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers (absent), Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of September 14, 2016 minutes: *Trustee Ray Matchett motioned to approve the Septemer 14, 2016 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*
2. Sewer project: Administrator Tony Funderburg said the project will be staked out next week. Haier said they will come out as soon as they are able to. Tony will get a weekly update from Tim Pruett.
3. Sewer issues: Public Works Director John Tolan said he had Hans and the Fire Department go out and check for combustibile or explosive gases in the manholes last week, and the tests came back negative. There is a strong smell inside Lucky Joes. They vented for several minutes which helped, and Gregg is venting every other day. We aren't seeing a sheen anywhere and it's not showing up at the plant. A gentleman from the Groundwater Division of the EPA visited Mary McGraw, and John advised him of all we were doing. He also told the EPA representative that we were going to have Walden out to televise. The EPA representative has no clue where it is coming from either, and agreed it could be air currents. John said the manhole at Jacks Car Wash is in bad shape, and the sewer line behind Jacks is collapsing. His would like to have that one lined.

We are cleaning the sewer lines from Woodsviiew to Lakeview, and Bob Jenkins found large pieces of concrete in the sewer. We will also televise that to see where those are coming from, and may line that one as well. Tony said mine subsidience in that area could be a contributing factor.

4. FSH Minutes: John said when SLM switched over to free chlorine, we didn't get much and complained to them, and have received more. We will be back to normal shortly and shouldn't smell the extra chlorine.
5. Radio Read Meters: We are waiting fr Midwest Meter's contractor to come replace the defective meters.
6. New Water Lines: There is nothing new on this.
7. Tracer Wire for New Service Line Installs: John is working n this.

Water/Sewer Committee Meeting

Wednesday, October 12, 2016

Page 1 of 2



B. NEW BUSINESS: John said we conducted our lead and copper sampling and collected 20 samples. We had 1 over the limit at 105 S. Alton, and that house has been vacant for about 6 months. We are ranked in a percentile, and all the other samples were well below. He doesn't think we'll have a public notice on the one high sample. Jesse contacted the homeowner to advise him it was high. We are going to have the water flushed out of house and then resample. We also have to send a letter to all of the other homeowners to let them know the results. John said we received a call from BND regarding school sampling. Tony reached out to the grade school, and we collected 72 samples at the Primary Center and Grade school and those were sent off today. We are going to reach out to the daycares as well.

Tony advised we have a resident with a high water usage on Kamper Cottage. We are raeding it once a week to see if we can catch it. John bought a water-saver kit to hand out to customers. John advised the hydrant flushing is almost done. JT said Hubbel Wiegmanns has applied for a NPDES permit. They have done a couple test runs, and John is comfortable signing off on it.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn the meeting at 6:17 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson,
Office Manager

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Mathew Trout

Dean Pruett

Lisa Meehling

Ray Matchett, Jr.

Mike Blaies

Denise Albers

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243

PHONE: (618) 539-5545 • FAX: (618) 539-5590

Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR

Tony Funderburg

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster & Keck, P.C.

Public Property Committee Meeting
 Streets/Municipal Center/Pool/Parks & Recreation
 (Albers/Matchett/Meehling/Trout)
 Wednesday, October 12, 2016 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:18 p.m. on Wednesday, October 12, 2016, in the Municipal Center by Acting Chairman Matt Trout. Members present were Chairperson Denise Albers (absent), Trustee Ray Matchett, Trustee Lisa Meehling, Acting Chairman/Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Dean Pruett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

POOL: A. OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Village Administrator Tony Funderburg said the slide is installed, tested and ready for next year. Public Works Director John Tolan advised he is finishing up the winterizing and wants to get the cover on by next week before all the leaves fall.

B. NEW BUSINESS: None.**STREETS: A. OLD BUSINESS:**

1. Approval of September 14, 2016 Minutes: Trustee Lisa Meehling motioned to approve the September 14, 2016 minutes and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.
2. MFT/Ditch on N. Main: John said this will be a fall/winter project.
3. Drainage Problem Areas/Stormwater Run-Off: John said they have been working on Sleeping Indian for the past couple days and hope to have it done shortly. Both John and Tony met with a resident on Glenrock who has a culvert failing and big holes in his yard. John said he can see the gaskets hanging down in the storm sewer. Every joint needs to be redone. John would like to get Bill Vollmer involved on this issue.
4. E. Apple Issues: There is nothing new on this. Trustee Pruett asked Stan Koerber about the stop sign, and Stan said the traffic has slowed down.
5. Borger Drainage Issue: Tony will confirm with Attorney Manion that he has advised their attorney we aren't doing anything until the issues are taken care of. Item can be taken off the agenda.
6. Hill Mine Road Repair: Tony met with TWM to review the project, and said we found the high school plans showing the drainage. We will start at that problem area.

Trustee Lisa Meehling motioned to the full board Thouvenot, Wade & Moerchen, Inc.'s Contract Agreement for Transportation Engineering Services for the Hill Mine Road Drainage Project not to exceed \$17,500 and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Customer Issues: Tony said we have issues on Glenrock/Sleeping Indian. He said we don't have a stormwater tax in our town, but it is starting to become a significant problem. At some point, we will need money to fix these problems. We need to think about this for the future.

John advised the leaf pickup will start October 24th. We need to remind residents to rake to the front of the house instead of the alley. The headsets and rear flashers for the new leaf machine are on the way. The part-timers have been hired. We will mow one more time and have stopped spraying for mosquitos. With regard to the fiber run through town, Berco did a great job and will be coming back to restore any damaged properties.

- C. GENERAL CONCERNS:** Greg Wieland advised there is a section of road sinking in Meadowbrook, and John said he will look at it.

- D. PUBLIC PARTICIPATION:** None.

- E. ADJOURN:** *Trustee Ray Matchett motioned to adjourn the meeting at 6:38 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager