

## REGULAR BOARD MEETING AGENDA – OCTOBER 20, 2014 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 – 1. October 6, 2014 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report -
9. Public Participation
10. Reports and Correspondence –
  - 10 – 1. Zoning Administrator’s Report – **Exhibit B**
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids –
  - 13 – 1. Verizon Ipad Quote – **Exhibit C**
14. Resolutions –
  - 14 – 1. Resolution #14-11: A Resolution Opposing the Closure of St. Elizabeth’s Hosp. in Belleville – **Exhibit D**
15. Ordinances –
  - 15 – 1. Ordinance #1516: An Ordinance Authorizing the Sale of Lot 15 of the Freeburg Ind. Park – **Exhibit E**
  - 15 – 2. Ordinance #1517: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Professional Engineering Services Agreement with Rhutasel for the Water Tower Painting – **Exhibit F**
  - 15 – 3. Ordinance #1518: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Project Agreement with Metro East Park and Recreation District – **Exhibit G**
16. Old Business –
17. New Business –
18. Appointments – None.
19. Committee Meeting Minutes/Recommendations
  - 19 – 1. Park Action Committee – Monday, October 6, 2014 – 6:00 p.m. – **Exhibit H**
  - 19 – 2. Committee as a Whole Meeting – Thursday, October 9, 2014 – 5:30 p.m. – **Exhibit I**
    - 19-2a. Recommend purchase of 12 iPads not to exceed \$5200 – see item #13-1
  - 19 – 3. Electric Committee Meeting – Wednesday, October 15, 2014 – 5:30 p.m. – **Exhibit J**
  - 19 – 4. Water/Sewer Committee Meeting – Wednesday, October 15, 2014 – 6:00 p.m. – **Exhibit K**
    - 19-4a. Recommend entering into Rhutasel Engineering Agreement for Painting of Water Tank – See item #15-2.
  - 19 – 5. Streets Committee Meeting – Wednesday, October 15, 2014 – 6:30 p.m. – **Exhibit L**
    - 19 – 5a. Recommend approving Freeburg Elementary School’s Request for 5K run/walk with committee’s proposed changes
20. Upcoming Meetings
  - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, October 29, 2014 – 5:00 p.m.
  - 20 – 2. Finance Committee Meeting – Wednesday, October 29, 2014 – 5:30 p.m.
  - 20 – 3. Personnel/Police Committee Meeting – Wednesday, October 29, 2014 – 6:00 p.m.
  - 20 – 4. Park Action Committee Meeting – Monday, November 3, 2014 – 6:00 p.m.
  - 20 – 5. Board Meeting – Monday, November 6, 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

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, October 6, 2014 at 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 6, 2014 in the Freeburg Municipal Board Room.

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

**ROLL CALL:** Trustee Dean Pruett – here; Trustee Ramon Matchett, Jr. – here; Trustee Mike Blaies – here; Trustee Matt Trout – here; Trustee Steve Smith – here; Trustee Elizabeth Niebruegge – 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 Tuesday, September 2, 2014.

*Trustee Matt Trout motioned to accept the minutes from the Regular Board Meeting Tuesday, September 2, 2014 and Trustee Elizabeth Niebruegge seconded. All voting aye, the motion carried.*

### EXHIBIT B:

Mayor Speiser stated we have the minutes for approval from the Regular Board meeting Monday, September 15, 2014.

*Trustee Matt Trout motioned to accept the minutes from the Regular Board Meeting Monday, September 15, 2014 and Trustee Elizabeth Niebruegge seconded. All voting aye, the motion carried.*

### EXHIBIT C:

#### FINANCE:

1. **Income Statement:** Trustee Smith said we talked about the property tax that was questioned. Trustee Smith said we are checking to see if we are getting anymore payments. Steve said we talked about IMF Conference and it needs to be spread out among the departments. We will be making some adjustments to the the Streets health insurance/medical.

Village of Freeburg Board Meeting Minutes  
Monday, October 6, 2014  
Page 1 of 6

**OLD BUSINESS:**

1. Website update: Trustee Smith said we should have a live website in 4 weeks. Trustee Smith said we will contact the new company to see if they can get a temporary site up with a notice that ours is under construction.
2. American Tower offer: Trustee Smith stated American Tower are in the process of executing the documents. Once that is completed we will schedule the closing.
3. IT Services Village Computer System: Trustee Smith said we will not get the full phone system now because of the money spent to switch over to Computron.
4. IML Conference Recap: Trustee Smith stated we talked about the IML Conference.

**TREASURER'S REPORT:** Mayor Speiser stated Treasurer Bryan Vogel left Monthly Treasure's Reports for January, February and March of 2014 to be reviewed by the Village Board and for approval at the next board meeting.

**ATTORNEY'S REPORT:** Attorney Manion stated we need to go into Executive Session to discuss Litigation 5 ILCS 120/2-(c)(11) and Real Estate Transaction, 5 ILCS 120/2-(c)(5).

**REGULAR BOARD MEETING (CHANGE)  
EXECUTIVE SESSION**

**7:35 P.M.**

*Trustee Matt Trout motioned to go into Executive Session to discuss Litigation, 5 ILCS 120/2-(c)(11) and Real Estate Transaction, 5 ILCS 120/2-(c)(5) and Trustee Steve Smith seconded the motion. ROLL CALL:* Trustee Matt Trout – aye; Trustee Steve Smith – aye; Trustee Mike Blaies – aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebruegge – aye; Trustee Ramon Matchett, Jr. – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXECUTIVE SESSION ENDED**

**7:42 P.M.**

*Trustee Mike Blaies motioned to reconvene the Regular Board Meeting at 7:46 p.m. and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.*

**ESDA REPORT:** None.

**PUBLIC PARTICIPATION:** Janet wished Mayor Speiser a Happy Birthday.

**EXHIBIT D :**

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

**RECOMMENDATIONS OF BOARDS AND COMMISSIONS:** Mayor Speiser stated the Zoning Board of Appeals Decision on ABV request for Joe Karban. It did pass with some restrictions.

**CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS:** None.  
**BIDS:** None.

**EXHIBIT F:**

**RESOLUTIONS:** Mayor Speiser said we have Resolution #14-11. A Resolution Opposing the Closure of St. Elizabeth's Hospital in Belleville. Mayor Speiser said he had a meeting with Mayor Eckert from Belleville on this. Mayor Eckert is trying to get the surrounding communities to help keep St. Elizabeth's Hospital opened. This is what this Resolution is about.

*Trustee Ramon Matchett, Jr. motioned to table Resolution #14-11 for more discussion and Trustee Dean Pruett seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Dean Pruett – aye; Trustee Elizabeth Niebruegge – aye; Trustee Steve Smith – nay; Trustee Matt Trout – aye; Trustee Mike Blaies – aye; (5 ayes, 1 nays, 0 absent). Five voting aye, One voting nay, motion carried.*

Mayor Speiser said more discussion on Resolution #14-11 will be held at the Committee As A Whole Meeting on Thursday, October 9<sup>th</sup>.

**EXHIBIT E:**

**ORDINANCES:**

Mayor Speiser stated we have Ordinance #1515. An Ordinance Establishing Chapter 112 of the Village of Freeburg's Code of Ordinances and Establishing Definitions, Regulations and Restrictions for Tattoo or Body Piercing Establishments in the Village of Freeburg.

*Trustee Matt Trout motioned to accept Ordinance #1515 by title only and Trustee Dean Pruett seconded the motion. ROLL CALL: Trustee Matt Trout – aye; Trustee Dean Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Mike Blaies – aye; Trustee Elizabeth Niebruegge – aye; Trustee Steve Smith – aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.*

**OLD BUSINESS:** Trustee Smith stated he would like to make a motion to collect for Christmas Lights. Village Clerk Menard said it wasn't on the board agenda, a motion cannot be made at this time. Village Administrator Funderburg said this can be brought up at the Committee As A Whole Meeting on October 9<sup>th</sup>.

**NEW BUSINESS:** None.

**APPOINTMENTS -** None.

## **COMMITTEE MEETING REPORT:**

### **EXHIBIT H:**

#### **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, September 24, 2014.

#### **The following items were talked about or discussed:**

##### **OLD BUSINESS**

1. Status of Public Hazard Homes: Trustee Trout stated O'Reillys is working towards opening by the end of October. M's Nail Salon is moving from High Street to N. State St.
2. Update Code Book: Trustee Trout said Frank gave us our code book copy back with the corrections and there was many items that had not been corrected. Trustee Trout said we will be have a Committee As A Whole meeting to review the code book to make sure we have all our proposed changes in there.

##### **NEW BUSINESS:**

1. IML Recap: Trustee Trout said we talked about the IML Conference.
2. Time limits on donation collection requests: Trustee Trout said we talked about adding time limits to collecting donation requests. Trustee Trout stated we had one organization that ignored the time limits set for collection last weekend. We our looking at different ways to make sure it doesn't happen in the future.
3. Ordinances establishing rules for tattoo parlors: Trustee Trout stated we already passed Ordinance #1515.

### **EXHIBIT I:**

#### **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, September 24, 2014.

#### **The following items were talked about or discussed under:**

##### **POLICE:**

##### **OLD BUSINESS:**

Trustee Matchett stated the police car SUV is in and the dog cage is being installed. We are working to get pictures of all our officers on the website along with email addresses for them.

##### **NEW BUSINESS:**

Trustee Matchett state that our K-9 dog Diggit has a hematoma on her ear and was prescribed medication.

Trust Matchett said that our police department was contacted by a company that needed to film a commercial showcasing their body cameras. Our office duty officers participated in that filming, and the company offered to buy something for the department. The purchase of a future police dog was discussed.

**PERSONNEL:**

**OLD BUSINESS:**

1. Health Insurance Surplus Fund: Trustee Matchett said the Health Insurance Committee needs to talk about the health insurance surplus fund. Trustee Matchett said that Brian Jablonski will go out and obtain quotes from three companies and the Health Insurance Committee will review then before a proposal is submitted to the Village Board for approval. Trustee Matchett said Village Administrator Funderburg said we are moving towards being self-insured and offered to have an agent come in and explain how we could do that.

**UPCOMING MEETINGS:**

FLU SHOTS – Tuesday, October 7, 2014 – 8:30 a.m. – 10:00 a.m.  
Committee As A Whole Meeting – Thursday, October 9, 2014 – 5:30 p.m.  
Electric Committee Meeting – Wednesday, October 15, 2014 – 5:30 p.m.  
Water/Sewer Committee Meeting – Wednesday, October 15,, 2014 – 6:00 p.m.  
Streets Committee Meeting – Wednesday, October 15, 2014 – 6:30 p.m.  
Board Meeting – Monday, October 20, 2014 – 7:30 p.m,

**VILLAGE MAYOR & TRUSTEES' COMMENTS:**

**Trustee Dean Pruett** – No thank you.

**Trustee Ramon Matchett, Jr.** – No thank you.

**Trustee Mike Blaies** – No thank you.

**Village Clerk Jerry Menard** – She said Happy Birthday to Seth.

**Trustee Matt Trout** – No thank you.

**Trustee Steve Smith** – He said Happy Birthday to Seth

**Trustee Elizabeth Niebruegge** – She would like to thank Village for the opportunity to attend the IMF Conference again this year. She would like to thank all of the Freeburg Employees' for helping pour the concrete for the Gazebo.

**STAFF COMMENTS:**

**Village Administrator Tony Funderburg:** He said Saturday, October 18<sup>th</sup> will be our volunteer day starting at 8:00 a.m. We will be working on the Gazebo and there will be other work. We have a great group of carpenters coming out to volunteer to help build the Gazebo. We will serve hot dogs and drinks. If you can be there at 8:00 a.m it would be appreciated.

**Village Attorney Brian Manion:** He said Happy Birthday Mayor.

**Shane Krauss:** He said Happy Birthday.

**Zoning Administrator Gary Henning:** – He would like to thank the board for giving him the opportunity to attend the MIL Conference and he learned a lot again this year. Also Mayor am the only one today that didn't think you were 60. You don't look a day over 50.

**Mayor Seth Speiser** – He thanked everyone for the luncheon that was held at the village hall today for his birthday.

**ADJOURNMENT:**

Mayor Speiser called for motion to adjourn the meeting.

*Trustee Matt Trout motioned to adjourn the meeting at 7:59 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, motion carried.*

  
Jerry Lynn Menard  
Village Clerk

VILLAGE BOARD MEETING  
ZONING REPORT OCTOBER 20, 2014

Gary Henning Zoning Administrator

Last weeks Tribune article was on Leaves--this week's article will be on Halloween--Trick or Treat!

2--Courtesy calls concerning high grass in October

7--Occupancy Permits issued in October

4--Building Permits issued in October:

- 1-Fence
- 1-Billboard
- 2-Service Upgrades

Nuisances Corrected in October: 3

Nuisance Complaints with action to be taken:

1. The old G&S Foundry which has been vacant since 1998 is for sale-on hold at present due to owner's legal lawsuits.
2. Two homes on Lake View Drive were reported as needed much repair--have talked to both owners and both said the repairs will be done in near future. I will check on progress in two weeks.

New Businesses Working:

O'REILLY AUTO PARTS--Ground-breaking ceremony was held Monday August 4<sup>th</sup> at 9:00 am. Work should be completed in a month or so.

POSSIBLE AUTO REPAIR AND PAINT SHOP: Jerry Kessler who runs and owns Kessler's Auto Body in St. Libory is presently in negotiations for various properties located within the Village to build state-of-art building and equipment to include 6 glass door bays for business. Waiting on Mr. Kessler to submit plans.

Lisa M Cox  
 Government Account Executive  
 500 Technology Drive, Weldon Spring, MO 63304  
 Lisa.Cox@VZW.com  
 Mobile: 314-791-9407 Fax: 913-906-3042



## Price Quotation - State of Illinois

Village of Freeburg  
 14 Southgate Drive, Freeburg, IL 62243

Service Options			
	Monthly Cost	Qty	Monthly Costs
<b>10 Tablets - More of Everything (Account 1)</b>			
Tablets, including Google Chromebook	\$10.00	10	\$100.00
20 GB More Everything - Data Only	\$86.90	1	\$86.90
<b>Total Monthly Access</b>		<b>10</b>	<b>\$186.90</b>
	Monthly Cost	Qty	Monthly Costs
<b>2 Tablets - Unlimited Mobile Broadband (Account 2)</b>			
Unlimited Mobile Broadband*	\$37.99	2	\$75.98
<b>Total Monthly Access</b>		<b>2</b>	<b>\$75.98</b>
<b>Combined Monthly Access* -</b>			<b>\$262.88</b>

Equipment			
	Price Each	Qty	Total
Apple iPad Retina - 4G LTE ( <i>\$529.99 before \$100 Disc.</i> )	\$429.99	12	\$5,159.88

Accessory Options	
Accessory	Cost Each
Zagg Profolio Bluetooth Keyboard	\$99.99
Otterbox Defender	\$67.49
Display Protector (2 Pack)	\$14.99

### Bill Incentive Credit\* 10/1/14 - 12/31/14

4G Internet Tablet (\$24.99 Price Plan Minimum)	\$25.00	2	\$50.00
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Information contained in this document is provided for review purposes only and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this document. Information contained in this spreadsheet response is provided for review purposes only. Please be advised that this spreadsheet pricing is based on the Verizon Wireless Pricing Catalog, attached hereto. While the data contained in this spreadsheet response was compiled from reliable sources, the information may be subject to errors and omissions. Verizon Wireless reserves the right to make any corrections necessary for accuracy and completeness. In the event of any ambiguities or inconsistencies between the information in this chart and the Verizon Wireless Pricing Catalog, attached hereto, the Pricing Catalog shall prevail. Please refer to the attached Verizon Wireless Pricing Catalog for complete details outlining our proposed pricing.

RESOLUTION NO. 14-11

**A RESOLUTION OPPOSING THE CLOSURE OF ST. ELIZABETH'S HOSPITAL IN BELLEVILLE, IL**

WHEREAS, the Village of Freeburg is located in St. Clair county approximately 9 miles from downtown Belleville; and

WHEREAS, Village Trustees believe that maintaining access to quality and affordable health care is vital for Village residents; and

WHEREAS, the majority of residents in the Village of Freeburg receive medical care at St. Elizabeth's Hospital in Belleville; and

WHEREAS, St. Elizabeth's has chosen to close its Belleville Hospital despite the need for those services.

WHEREAS, the closure of St. Elizabeth's will negatively impact emergency services for the Village of Freeburg residents; and

WHEREAS, the closure of St. Elizabeth's will cause residents to seek health care elsewhere; and

WHEREAS, overall access to care residents of the Village of Freeburg will be negatively impacted by the closure of St. Elizabeth's Hospital; and

WHEREAS, St. Elizabeth's Hospital is seeking to build a new hospital in O'Fallon, IL; and

WHEREAS, O'Fallon is located further from the Village of Freeburg, adding significant transportation challenges and travel time for patients.

NOW, THEREFORE, BE IT RESOLVED as follows:

**SECTION 1:** That the Village of Freeburg does hereby oppose the closure of St. Elizabeth's Hospital in Belleville.

**SECTION 2:** That the Village of Freeburg encourages the Illinois Health Facilities and Services Review Board to recognize the negative impact the closure and establishment of a new hospital will have on area patients and deny the application.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, **this 20th day of October, 2014.**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

Vote Recorded By:

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

RESOLUTION NO. 14-11 cont.

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 20th day of October, 2014.

ATTEST:

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

\_\_\_\_\_  
Seth Speiser, Village President

**ORDINANCE NO. 1516**

**AN ORDINANCE AUTHORIZING THE SALE OF  
LOT 15 OF THE FREEBURG INDUSTRIAL PARK**

**WHEREAS**, 65 ILCS 5/11-74-1 *et seq.* authorizes the Village of Freeburg to acquire and to sell certain industrial projects at a price and on such terms as determined by the Village; and

**WHEREAS**, the Village of Freeburg has acquired certain real estate known as the Freeburg Industrial Park and has determined that it is in the best interests of the Village to sell Lot 15 of the Freeburg Industrial Park to Jerry L. and Michelle R. Reed for the sum of Fifty Thousand (\$50,000.00) Dollars, upon the terms and conditions as set forth in the Agreement for Sale attached hereto and incorporated herewith; and

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

1. The President and Clerk of the Village of Freeburg are hereby authorized to execute the Agreement for Sale attached hereto as "Exhibit A" providing for the sale of Lot 15 of the Freeburg Industrial Park to Jerry L. and Michelle R. Reed for the sum of Fifty Thousand (\$50,000.00) Dollars, upon the terms and conditions as set forth in said Agreement.
2. The President and Clerk of the Village of Freeburg are further authorized to execute and deliver any deeds, closing statements, or other documents necessary to complete this transaction.
3. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this 20<sup>th</sup> day of October, 2014, and deposited and filed in the Office of the Village Clerk on said date.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ORDINANCE NO. 1516 cont.

Vote Recorded by:

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

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 20<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Seth E. Speiser  
Village President

ATTEST:

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

Approval as to Legal Form:

\_\_\_\_\_  
J. Brian Manion  
Village Attorney

**AGREEMENT FOR SALE**

This Agreement is entered into this 30<sup>th</sup> day of Sept., 2014, by and between **THE VILLAGE OF FREEBURG**, 14 Southgate Center, Freeburg, Illinois 62243, **SELLER**, and **JERRY L. AND MICHELLE R. REED AND/OR ASSIGNS**, 45 Vintage Court, Shiloh, IL 62221, **BUYER**.

Seller hereby agrees to sell and the Buyer hereby agrees to buy the following described real property, to-wit;

Lot 15 of the Freeburg Industrial Park reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats 98 on page 73 as Document No. A01551376.

Subject to easements, conditions and restrictions of record.

Common Address: 5 Industrial Drive, Freeburg, IL 62243 – Parcel # 14-31.0-228-005

**PURCHASE PRICE:** The above described property is this date sold by the Seller to the Buyer for the sum of \$50,000.00.

**CLOSING:** The closing date shall be on or before forty-five (45) days from the date of the contract. Closing shall take place at Illinois Title and Escrow Company, Swansea, IL (hereinafter referred to as the Title Company).

**EARNEST MONEY:** Buyer (or buyers agent) shall deliver \$1,000, as Earnest Money, to the Title Company within 24 hours of contract execution. This Earnest Money shall be credited towards the Purchase Price at closing.

**POSSESSION:** The Seller agrees to deliver possession of the premises to the Buyers upon closing.

**TAXES:** The real estate taxes shall be prorated to the date of closing based upon the most recent tax bill.

**TITLE INSURANCE:** Seller agrees to give to Buyers title insurance on said property in the full amount of the selling price on or before thirty (30) days from the date of this contract. After the title report has been received and delivered to Buyers, Buyers shall have ten (10) days in which to give the Seller written notice of any objection to said title report; the Seller shall have ten (10) days after said notice to remove said objections. If Seller cannot remove objections, contract shall terminate.

**EXPENSES:** Seller shall pay the usual Seller's expenses, including title company premium for preliminary title report, recording of release documents, and one-half of the title company's escrow closing costs. Buyers shall pay the usual Buyers' expenses, including deed recording fee and mortgage recording fee, title company later date search, premium for mortgage insurance policy and one-half of the title company's escrow closing costs.

**AS IS CONDITION:** Buyers have had ample opportunity to examine the premises and accepts the premises "AS IS". Seller makes no warranties or guarantees, express or implied, concerning the condition of this property including any warranty of habitability.

**USE:** Buyer shall use the subject premises for

*Logging Company*

Construction shall be commenced within 36 months of the closing of this transaction, unless an extension is requested by Buyer and granted by Seller, or the subject premises shall revert to the Seller and the Buyer's purchase money, less the expenses incurred by Seller as referenced above shall be returned to the Buyer upon receipt of an executed deed from Buyer conveying the property to Seller. Prior to construction of the expansion, the property may not be sold or transferred to any other person or entity for any other purpose without the express written authorization of the corporate authorities of the Village of

MR  
10/05/14  
8:42PM EDT

GR  
10/05/14  
10:00PM EDT

Freeburg. Buyer represents and warrants that Buyer intends to construct a building and other improvements necessary for its intended operations and that the property is not being purchased to hold for speculative purposes.

**WATER RETENTION:** Buyer shall be responsible for compliance with all local, state and federal rules and regulations relating to water run-off retention.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

SELLERS

BUYERS

Village of Freeburg

Jerry L. and Michelle R. Reed

\_\_\_\_\_  
Village President

<i>Jerry Reed</i>	dotloop verified 10/05/14 10:00PM EDT 79VD-QOKV-BUBS-VCPZ
<i>Michelle Reed</i>	dotloop verified 10/05/14 8:42PM EDT 9Y8Q-3NXB-BXWG-IY8U

Jerry L. and Michelle R. Reed

\_\_\_\_\_  
Village Clerk

*Attached Contingency  
Amendment & site plan*

*JR*  
10/05/14  
10:00PM EDT

*MR*  
10/05/14  
8:42PM EDT

*Buyers Initials*

*Sellers Initials*

RETURN TO:  
VILLAGE OF FREEBURG  
14 SOUTHGATE CENTER

**FREEBURG, ILLINOIS 62243**  
**(618) 539-5545**

APPROVED BY THE SOUTHWESTERN ILLINOIS REGIONAL MULTIPLE LISTING SERVICE, INC



REALTOR

AMENDMENT TO CONTRACT



CONTRACT DATED: September 30<sup>th</sup> 2014  
 PROPERTY: 5 Industrial Park, Keokuk, Ill.  
 BY AND BETWEEN: The Village of Keokuk, Seller  
 and Gerry & Michelle Reed, Buyer.

The parties agree that due to a change in circumstances, the Parties have agreed to amend the Contract so that the following terms:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

are modified to read as follows:

Agreement is contingent upon the Village of Keokuk approval of the attached site plan & obtaining permits needed to build on site.

In the event of a conflict between this Amendment and the Contract, this Amendment shall control. All other terms and conditions of the Contract remain unchanged and are in full force and effect. All capitalized terms herein not otherwise defined shall have the same meaning as in the Contract.

Seller \_\_\_\_\_ Date \_\_\_\_\_

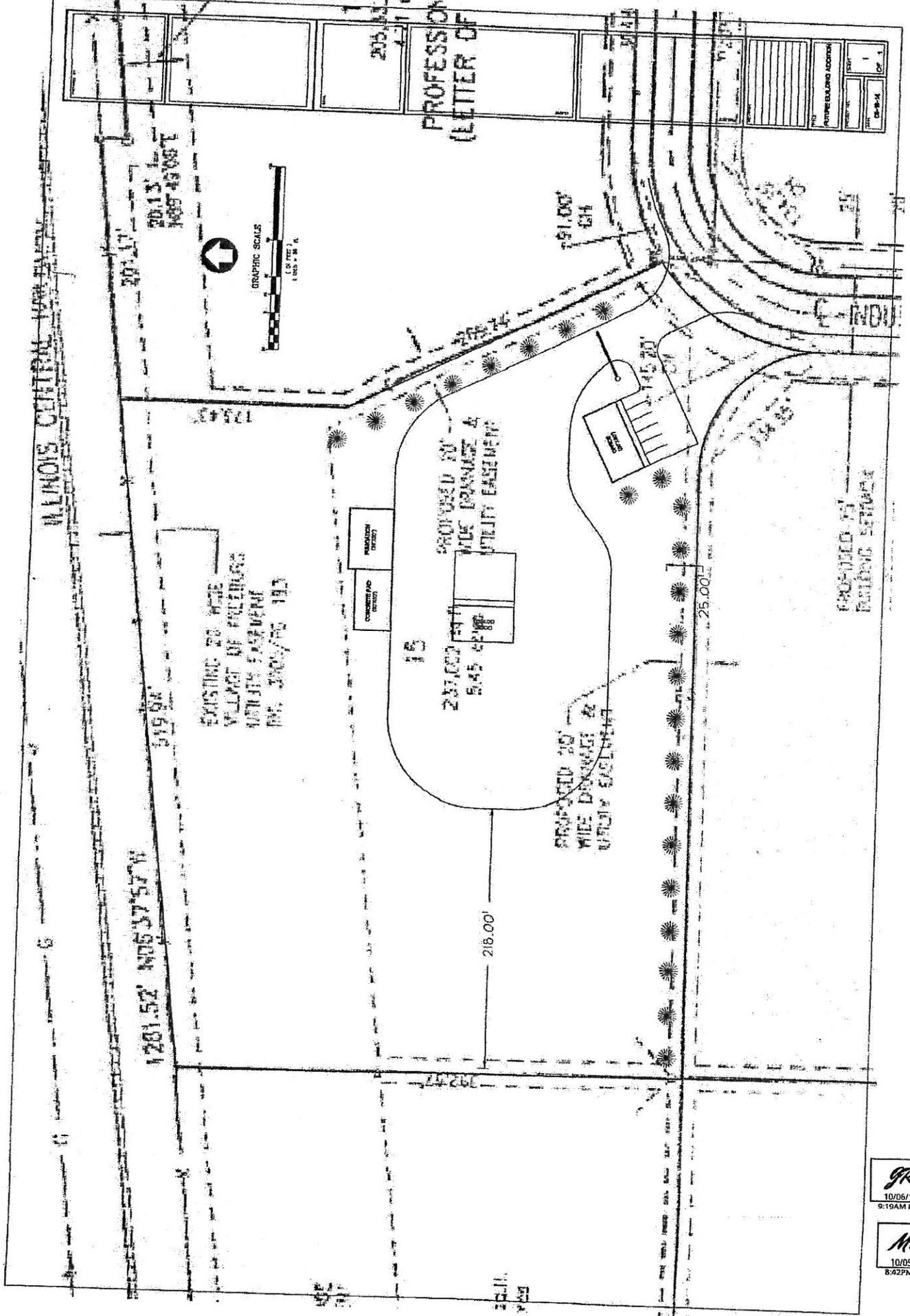
Seller \_\_\_\_\_ Date \_\_\_\_\_

Gerry Reed dotloop verified  
 10/06/14 9:15AM EDT  
 FQSP-ZH7P-XVXY-8KSU

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Michelle Reed dotloop verified  
 10/05/14 8:22PM EDT  
 RYDW-935G-V9QG-YE29

Buyer \_\_\_\_\_ Date \_\_\_\_\_



ORDINANCE NO. 1517

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 LETTER AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND RHUTASEL & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO THE WATER TOWER PAINTING

**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 letter agreement for professional services for Engineering Services for the Water Tower Painting as described in the attached Letter Agreement for Professional Engineering Services and;

**WHEREAS**, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Letter 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 Letter 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 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, 2014.

YEAS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ORDINANCE NO. 1517 cont.

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

Approved this 20th day of October, 2014.

\_\_\_\_\_  
Seth E. Speiser  
Village President

ATTEST:

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

Approval as to Legal Form:

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



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS

**LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**To:** Mr. John Tolan  
Village of Freeburg  
14 Southgate Drive  
Freeburg, Illinois 62243

**Date:** Aug. 11, 2014

***Section 1. Definitions and Parties to the Agreement.***

RHUTASEL and ASSOCIATES, INC., hereinafter referred to as the "ENGINEER", is pleased to submit this proposal/contract for services to:

Village of Freeburg

hereinafter referred to as "CLIENT", for the following project:

Painting of 250,000 Gallon Elevated Water Tank – Freeburg West

***Section 2. Scope of Professional Services.***

The ENGINEER agrees to the following basic services:

- A. The ENGINEER will prepare bidding and contract documents for interior and exterior repair of surface preparation and coating application.
- B. Assist the Client with bidding and bid evaluation.
- C. Provide contract administration and construction observation to CLIENT. Inspection shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent.
- D. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the CLIENT for payment.
- E. The ENGINEER will prepare necessary contract change orders for approval of the CLIENT on a timely basis.
- F. The ENGINEER will retain a sub-consultant to assist with the construction observation.

***Section 3. Time for Performance.***

The ENGINEER agrees to endeavor to accomplish the services listed above (except construction related services) within ninety (90) calendar days from the date of authorization to proceed.

**Reply To:**

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

[www.rhutasel.net](http://www.rhutasel.net)

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



# Terms and Conditions of Letter Agreement for Professional Engineering Services

**Performance of Services:** The Engineer shall perform the services outlined in the Agreement or on the attached Exhibit in consideration of the stated fee and payment terms. The Engineer shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standards of care of Engineer's profession.

**Additional Services:** The Engineer agrees to perform Extra Work and Additional Services as may be required during the development of the Project which may include studies, reports, and actions beyond the scope of basic services. Because Extra Work and Additional Services vary greatly in scope, complexity, and timing, they will be negotiated as separate and additional elements of service, and paid for under the current Compensation Schedule.

**Access to Site:** Client will provide the Engineer with access to the site for activities necessary for the performance of the services.

**Billing/Payment:** The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (annual rate equals 18%) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Client Furnished Material:** The Client agrees to furnish the Engineer full information as to the Project requirements including, but not limited to, any special or extraordinary considerations for the Project or special services needed, and also make available all pertinent existing data.

**Hazardous Materials:** When hazardous materials are known, assumed or suspected to exist at a project site, the Engineer is required to take appropriate precautions to protect the health and safety of his employees, and to comply with applicable laws and regulations. The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed the Engineer.

**Insurance:** The Engineer agrees to maintain worker's compensation and employer's liability insurance of a form and in an amount as required by state law, comprehensive general liability and automotive liability insurance, and professional liability insurance.

**Other Professionals:** The Client agrees to provide such legal, accounting, independent cost estimating, insurance counseling, and other professional services appropriate to the Project. These services shall be furnished at the Client's expense and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.

**Job Site Safety:** The Engineer is responsible solely for his employees' activities on the job site. Neither the professional activities of the Engineer nor the presence of his employees shall be construed to imply that the Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Engineer, whether written or oral, and any plans, specifications or other documents and services provided by the Engineer are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Engineer or the Client.

**Certifications, Guarantees and Warranties:** The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

**Construction Cost Estimate:** Construction cost estimates, if any, prepared by the Engineer, represent the Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractors' methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimates of cost prepared by Engineer.

**Limitation of Liability:** The Client recognizes the inherent risks connected with projects of this type. The Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for services rendered on the project, whichever is greater.

**Ownership of Documents:** All documents produced by the Engineer under this Agreement are instruments of the Engineer's professional service and shall remain the property of the Engineer and may not be used by the Client for any other purpose without the prior written consent of the Engineer.

**Dispute Resolution:** Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation.

**Governing Law:** This Agreement shall be covered by the Laws of the State of Illinois.

**Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and are binding on Engineer and Client.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Engineer for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**Attorney Fees & Costs:** In any action incurred to enforce this Agreement or defend the services provided in accord with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Initialed: GER , 10/15/14 : \_\_\_\_\_  
Engineer                      Date                      Client                      Date

# Additional Terms and Conditions of Letter Agreement for Professional Engineering Services Related to Transfer of Electronic Media

Due to the potential that the information set forth on the electronic media (disk) can be modified by the Client, or the Client's consultant, unintentionally or otherwise, the Engineer shall remove all indices of its ownership, professional corporation name, and/or involvement from each electronic display.

For documentation purposes, two sets of an original electronic media (disk) and two (24" X 36" size) duplicate hardcopy sets will be prepared. One set will be given to Client and one set will be retained by the Engineer.

Client may provide such electronic media (disk) to its consultant for its purposes related to the project. Client shall require the electronic media (disk) to be returned to Client upon completion of such services.

Because data stored on electronic media (disk) can deteriorate undetected, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media (disk) after an acceptance period of 30 days after delivery of the electronic media (disk), and that upon the expiration of this acceptance period, Client will indemnify and save harmless the Engineer for any and all claims, losses, costs, damages, awards or judgements arising from the use of the electronic media (disk), files from them, or output generated from them. During the 30 day acceptance period, Client may review and examine the electronic media (disk) and information contained therein and any errors detected during this time will be corrected by the Engineer as part of the basic agreement. Any changes requested after the acceptance period will be considered extra work to be performed based upon the Compensation Schedule.

Initialed: GER 10/15/14  
Engineer Date Client Date

**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.*



ORDINANCE NO. 1518

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND METRO EAST PARK AND RECREATION DISTRICT

**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 between the Village of Freeburg and Metro East Park and Recreation District for a Freeburg Pool Storm Shelter within the Village of Freeburg as referenced in said Agreement;

**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 Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Project 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 Project 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, 2014.

YEAS _____	NAYS _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

Approved this 20th day of October, 2014.

ATTEST:

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

\_\_\_\_\_  
Seth E. Speiser, Village President

Approval as to Legal Form:

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



## **METRO EAST PARK AND RECREATION DISTRICT**

### **- PROJECT AGREEMENT -**

**PROJECT SPONSOR: Village of Freeburg**

**PROJECT TITLE: Freeburg Pool Storm Shelter**

**FUNDING PROGRAM: MEPRD FY15 Park and Trail Grant Matching Program**

**MEPRD FUNDING AMOUNT: Not to exceed \$21,095.00 (see Section 3 for more details)**

**MEPRD FUNDING EXPIRATION DATE: 11/17/2017**

This Project Agreement is entered into by and between the **Metro East Park and Recreation District (hereinafter called MEPRD)** and the **Village of Freeburg (hereinafter called the "GRANTEE")**. Whereas, MEPRD desires to award a grant to the GRANTEE for a certain project as specified herein. Now, therefore, the contracting parties hereto mutually agree as follows:

#### **SECTION 1**

#### **SCOPE OF PROJECT**

A. The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described herein and as specified and described in the MEPRD FY15 Grant Application as submitted by GRANTEE and as approved by MEPRD, in a satisfactory and proper manner as determined by MEPRD. The scope of the Project may be modified or supplemented, only by the written agreement of the parties to this Project Agreement. Amendments and revisions to the project will be accepted by MEPRD only under the following conditions:

1. The GRANTEE may not change the use or planned use of any real property acquired or improved in whole or in part using MEPRD funds from that which the acquisition or improvement was made unless the GRANTEE provides affected citizens and MEPRD with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- (i) The new use of such property qualifies as benefiting primarily persons in MEPRD's jurisdiction and is primarily related to park, trail, and/or recreational activities (as determined by MEPRD); or
  - (ii) If the GRANTEE determines, after consultation with MEPRD and affected citizens, that it is appropriate to change the use of the property to a use which does not benefit primarily park, trail or recreation activities, the GRANTEE may retain or dispose of the property for such use if MEPRD is reimbursed in the amount of the grant money being provided pursuant to this Project Agreement.
2. This requirement shall be in force during the life of the construction and improvement being undertaken in the Project.

**SECTION 2  
CONTINGENT GRANTS**

A. The GRANTEE understands and agrees that the MEPRD grant money being provided pursuant to this Project Agreement **IS NOT** contingent on the GRANTEE being a successful (awarded) applicant of a separate grant from another granting agency.

**SECTION 3  
FUNDS AND PAYMENT**

A. It is agreed by the parties to this Project Agreement that no obligations for payment under this Project Agreement shall be incurred by MEPRD until the GRANTEE has been advised by MEPRD that funds for the GRANTEE have been made available for the purposes specified in this Project Agreement.

B. It is understood and agreed by the parties hereto that the sum awarded by MEPRD pursuant to this Grant will be EITHER an amount that does not exceed 25 % of the actual project cost OR an amount that is equal to or less than the actual monetary contribution by GRANTEE, whichever amount is lesser.

C. It is further understood and agreed by the parties that under no circumstance will GRANTEE be awarded a sum which exceeds **\$21,095.00** during this Grant cycle.

D. It is further understood and agreed by the parties that in the event the Project is in a rural or economically distressed community (as defined in the Grant Matching Program application), the terms of Section 3B do not apply. In that event the sum awarded by MEPRD will be an amount that does not exceed 25% of the actual total project cost, however, the GRANTEE monetary contribution must only be equal to or greater than 10% of the total project cost.

E. Project Payment shall be made on a reimbursement basis. Payment will not be made until all final obligations are satisfied and a Reimbursement Request Packet has been submitted by Grantee and approved by MEPRD. Reimbursement Request Forms and packet information can be found on MEPRD's website.

F. Disbursement of funds will not be made without properly authorized and executed statements, attachments, requisitions and supportive records.

**SECTION 4  
TIME OF PERFORMANCE**

A. The GRANTEE shall commence the Project as soon as practicable upon receipt of MEPRD'S fully executed project agreement and the Project shall be completed no later than **11/17/2017**.

B. Any requests for extensions from the completion date must be submitted in writing and approved by MEPRD. Should the GRANTEE not start the Project within twelve (12) months of the executed date of this Project Agreement, MEPRD reserves the right to withdraw all funding for the Project.

**SECTION 5  
RECORDS, REPORTS AND INSPECTIONS  
AND THE CONDITIONS OF COMPLIANCE**

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by MEPRD with respect to all matters covered by the Project Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the source and application of funds for the Project;
2. Records regarding compliance of all contractors performing construction work with grant funds.

B. Except as otherwise authorized by MEPRD, the GRANTEE shall retain all records related to the Project for a period of three (3) years after receipt of the final payment under this Project Agreement or termination thereof.

C. The GRANTEE shall support all costs sought to be reimbursed by properly executed records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Project Agreement.

D. The GRANTEE shall at any time during normal business hours make available to MEPRD for examination and copying all of its records with respect to matters covered by this Project Agreement and shall permit MEPRD or its designated representative to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Project Agreement (to the extent allowed by law).

E. MEPRD or its designated representative shall have access to facilities constructed or improved by this Project at all reasonable times for inspection purposes to ensure GRANTEE's continued compliance with program regulations and requirements. It shall be understood by the GRANTEE that a MEPRD representative may make periodic inspections of the Project and that a final inspection and acceptance of the completed Project must be made by a representative or agent of MEPRD prior to final grant payment (reimbursement) to the GRANTEE.

F. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress report/requests that may be sent out by MEPRD before, during, and/or after completion of this Project.

## **SECTION 6 CONFLICT OF INTEREST**

A. No officer, employee or agent of MEPRD who exercises any function in connection with the award and/or completion of this Project shall have any personal financial interest in this Project or Project Agreement and the GRANTEE shall comply with all federal, state and local conflict of interest laws, statutes and regulations. All such laws, statutes and regulations shall apply to all parties and beneficiaries under this Project Agreement.

B. The GRANTEE agrees that it will give notice to any Contractor, person or entity involved in the Project and will incorporate into every written contract drafted and executed for the Project the following provisions: "The Contractor covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the Project or any property involved therein which would conflict in any manner or degree with the performance of his or her services and obligations hereunder. The Contractor further covenants that in the performance of this Project no person with any conflicting interest shall be knowingly employed in the performance of this Project."

C. In order for MEPRD to determine whether a conflict may exist, any Contractor, person or entity who may have any interest (direct or indirect) in the Project or property therein must disclose such interest to MEPRD before execution of the Project Agreement. MEPRD shall have sole authority to determine whether a disqualifying conflict exists.

## **SECTION 7 COMPLIANCE WITH LAW**

A. The Grantee shall comply with all applicable laws, ordinances and codes of the United States, the State of Illinois and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program or activity for which the GRANTEE receives assistance from MEPRD. "Grantee acknowledges that it has performed due diligence to assure its Project complies with the requirements of the American with Disabilities Act of 1990. Any failure to so comply will render this Grant revocable, and the grant funds shall be refunded to MEPRD."

## **SECTION 8 ASSIGNABILITY**

A. The GRANTEE shall not assign any interest in this Project Agreement without the prior written consent of MEPRD.

## **SECTION 9 TERMINATION**

A. If the GRANTEE violates any provision of this Project Agreement, MEPRD may terminate this Project Agreement in whole or in part, at its discretion, unless the GRANTEE causes such violation to be corrected within a period of thirty (30) days after written notice is received specifying the violation.

B. If MEPRD terminates this Project Agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination, which shall specify the basis for the termination and the date upon which such termination shall become effective.

C. Failure to timely complete a project or withdrawal of a project due to lack of performance, insufficient funds or change in the nature of the Project by the GRANTEE may result in the ineligibility of the project applicant for MEPRD grant assistance consideration for the next two (2) consecutive MEPRD annual park and trail grant programs.

D. Upon termination of this Project Agreement MEPRD reserves the right to seek any remedies available to it for damages or costs incurred by MEPRD as a result thereof.

## **SECTION 10 AMENDMENTS AND NOTICES**

A. All amendments, notices, requests, objections and/or consents of any kind made pursuant to this Agreement shall be in writing and be executed by or served upon all parties hereto.

## **SECTION 11 INDEMNIFICATION**

A. The GRANTEE agrees to protect, indemnify and hold MEPRD harmless from and against any and all damages, suits, claims, demands, causes of action or alleged or potential causes of action arising out of any failure of the GRANTEE to comply with all applicable laws enacted now or to be enacted in the future as the same may apply to the subject matter of this Grant Agreement and all damages, suits, claims, demands, causes of action or alleged or potential causes of action arising from any injury to person(s) or damage to property directly and exclusively caused by the GRANTEE, its officers, agents, employees or independent contractors in the performance of any of the activities arising out of this Grant Project Agreement. The GRANTEE shall be required to assume the defense of MEPRD in any claim or suit covered by this Section and shall pay all damages, costs, expenses and attorney fees incurred by MEPRD as a result thereof.

**SECTION 12  
INSURANCE**

A. The Grantee and any Contractor hired or retained by Grantee in connection with the Project shall maintain comprehensive general liability insurance in an amount not less than \$1,000,000 for this Project.

**SECTION 13  
EMPLOYMENT, AGENCY OR CONTRACTOR RELATIONSHIP**

A. It is expressly agreed and understood that this Project Agreement creates no employment, agency or contractor relationship between MEPRD and Grantee or its agents, employees or Contractors.

**SECTION 14  
SIGNAGE/PUBLICITY**

A. The GRANTEE must post a grant acknowledgment sign in a prominent area at the grant-assisted project site. The required specifications for its construction will be furnished by the GRANTEE and approved by MEPRD, and must include no less than the MEPRD logo, Project Sponsor's name and Project Name. The sign shall be posted in an area for public view for the duration of the project (both during and after construction). All signage permits are the responsibility of the GRANTEE.

**SECTION 15  
MEPRD FY15 PARK AND TRAIL GRANT MATCHING PROGRAM APPLICATION ON FILE**

A. The GRANTEE acknowledges a MEPRD FY15 Park and Trail Grant Matching Program application was submitted by and on behalf of GRANTEE and GRANTEE acknowledges said application contains project information, a detailed project scope, detailed site development plans and additional MEPRD project provisions that are required and must be followed by GRANTEE, in addition to the provisions of this Project Agreement.

...proceed to page 7.

As the individual duly designated to represent the GRANTEE, I do hereby certify that the information presented in this Project Agreement and the MEPRD FY15 Park and Trail Grant Matching Program Application is true and correct. I do further certify that the Project will be completed in accordance with the provisions set forth in this Project Agreement and the MEPRD FY15 Park and Trail Grant Matching Program Application and that the GRANTEE has the financial resources to fund one hundred percent (100%) of the proposed Project, prior to receiving MEPRD grant reimbursement. This Project Agreement shall become effective as of the date it is mutually executed by the Parties shown below.

**Name of Grantee: Village of Freeburg**

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature & Date: \_\_\_\_\_  
(Date)

Attested by: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature & Date: \_\_\_\_\_  
(Date)

**Name of Grantor: Metro East Park and Recreation District**

Print Name: Mike Buehlhorn \_\_\_\_\_

Print Title: Executive Director \_\_\_\_\_

Signature & Date: \_\_\_\_\_  
(Date)

Attested by: Rene' St. Peters \_\_\_\_\_

Print Title: Administrative Assistant \_\_\_\_\_

Signature & Date: \_\_\_\_\_  
(Date)



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 H  
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

Park Action Committee Meeting  
(Trout/Funderburg)  
Monday, October 6, 2014 at 6:00 p.m.

The meeting of the Park Action Committee was called to order at 6:00 p.m. on Monday, October 6, 2014, in the Municipal Center. Those in attendance were Trustee Matt Trout, Village Administrator Tony Funderburg, Park Board Member Barb Borger, Park Board President Scott Bauman, FCAA Representative Sharon Marquardt, Jr Midgets Representative John Davinroy, SISBL Representative Glen Polacek, and Freeburg Tribune Representative Tom Carpenter. Guests present: Trustee Mike Blaies and Village Clerk Jerry Menard.

## A. OLD BUSINESS:

1. Approval of September 2, 2014 minutes: *Ms. Barb Borger motioned to approve the minutes of September 2, 2014 and Ms. Sharon Marquardt seconded the motion. All voting aye, the motion carried.*
2. Site plans for Park: Tony Funderburg advised that Metro East Parks & Recreation said we can combine everything that we want into one grant. They have about \$550,000 in grant money available. They would cover 25% of our project. The other 75% can come from another grant or grants. You would not get any of this grant money until the project is completed. We can put the trail system in with the asphalt. Barb said there is a problem with the proposed t-ball fields on Old Fayetteville Road. A maintenance road would need to be installed and there is also the issue of the ravine which is very deep. Tony said there also aren't any on-site facilities and that is something that the park board needs to talk about. A bridge across the ravine would cost about \$150,000. Sharon talked to FCAA and they would be willing to put in a smaller-scale concession stand/storage unit for the t-ball fields in the new location. Tony said the park needs to make a decision on the best place for the t-ball fields. The committee further discussed the best location for the t-ball fields and also the safety of the children. Tony said for purposes of writing the grant, he will put two additional t-ball fields regardless of where the park places them.

Tony said we have to go out for bid for any project over \$20,000. We can accept any bid with a 2/3's vote of the board. The committee then discussed asphaltting the walking trails.

Tony also advised the committee even though this grant is only a 25% funding grant, there are other options on ways to come up with money for the remaining costs. For instance, the park district could levy more taxes than they currently do, and there are municipal bonds available as well. His goal is to fund this project completely by grants. Trustee Trout asked if the park board is willing to raise the tax levy and pursue municipal bonds if needed. Tony needs detailed numbers on what this project will cost. John asked what needs to be decided tonight to get the grant started. Tony said he is adding t-ball fields, football field,

Park Action Committee Meeting  
Monday, October 6, 2014  
Page 1 of 2

extended parking, shelter, dugouts, fencing walking trail. If there is anything else, he needs to know. The committee discussed possibly adding lights and repair work to the cottage into the grant.

3. Grants: Discussed above.

**B. NEW BUSINESS:** None.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Ms. Barb Borger motioned to adjourn the meeting at 7:15 p.m. and Village Administrator Tony Funderburg seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by  
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

**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

## COMMITTEE AS A WHOLE MEETING

Thursday, October 9, 2014

5:30 p.m.

The Committee as a Whole Meeting was called to order at 5:34 p.m. on Thursday, October 9, 2014, by Mayor Seth Speiser. Members present were Mayor Seth Speiser, Trustee Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Trustee Matt Trout, Trustee Dean Pruett (absent), Trustee Elizabeth Niebruegge, Village Clerk Jerry Menard, Zoning Administrator Gary Henning and Village Administrator Tony Funderburg.

### A. OLD BUSINESS:

1. Approval of August 19, 2014 Minutes: Trustee Mike Blaies motioned to approve the August 19, 2014 minutes and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.
2. Village of Freeburg Code Revision: Administrator Funderburg advised we still have areas of the code that are not correct. For instance, we have an entire section on nuisance abatement, Chapter 151, which was passed under Ordinance #1355 in June of 2010, that is not in the proposed code. It could be that it is spread throughout the proposed code but we do not see ours. Tony said it seems some of the changes we asked for are not in here. He advised the committee we received another bill for \$4,000 in additional pages and asked where the savings are. Trustee Niebruegge also said the proposed code states it will be a size 10 font and what we received is not a size 10. Tony believes we need to decide which direction we want to go. Eventually we'd like to have this in a word format where it can be placed on the website and we can update the code immediately. Trustee Blaies questioned how we have added \$4,000 in additional pages.

Tony said there are maps that were excluded that he and Gary use. He is not sure what has been included with the additional billing. Tony used the penalty section as an example. We asked for \$25 - \$750 and the book still shows \$100 - \$750. Tony said Frank received copies of the minutes where the changes were requested. Tony believes at this point, we need to get done with the code book and asked the committee what direction they want to take. Trustee Smith wants an updated code book provided to us in word format so we can review it prior to a final version. Tony suggested finishing up with this code book revision and live with it so we can take care of it after that.

### B. NEW BUSINESS:

1. Verizon Tablets Quote: We received this quote from Verizon to provide the board with I-pads which would house all the committee and board meeting packets. Tony said we need to try and keep the tablets used for work-related purposes. The big expense is the \$5159 for

Committee as a Whole Meeting

Thursday, October 9, 2014

Page 1 of 2

12 tablets which include 2 for GIS purposes. Tony said we have money that could be re-appropriated for it or use the proceeds from the sale of the lots at the Industrial Park. He thinks we can use the money from the budget that hasn't been used. Tony said we anticipate going over on our copy allowance. This would also save some wear and tear on the copier. Trustee Niebruegge said this will provide a better level of organization for the board. All the packets will be stored on the website. Julie would also be able to email the packet to anyone that needed it. Tony said the police currently have two old laptops in their cars that have to be shared. He asked Mike to look at other options and found Fairview Heights uses Ipads in their squad cars. We have another grant coming up where we could buy Ipads with those along with the tasers. Trustee Matchett brought up the issue of FOIA. Tony reminded the committee that everything on that Ipad will be subject to FOIA requests.

*Trustee Elizabeth Niebruegge motioned to the full Board to purchase 12 Ipads not to exceed \$5,200 and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.*

2. St. Elizabeth's Resolution: Mayor Speiser advised that Mayor Eckert called about 5 mayors to a meeting to garner support to keep St. Elizabeth's in Belleville. He said all the mayors are going to send a letter to the board. The resolutions are going to be sent to the same board getting the letters. He met with Mayor Klein and Representative James Clayborne regarding this as well. Tony said the issue is the fact that they want to close St. Elizabeth's in Belleville. That will result in overcrowding at Memorial and it will affect the Freeburg residents. Ray doesn't want to see Freeburg getting a bad name by signing this. Seth stated Smithton, Mascoutah and Millstadt are approving it. This will be added to the next board packet.
3. Collection for Christmas Lights: Steve would like to collect donations on Friday, October 17, 2014 from 4:30 p.m. – 6:30 p.m. Because of availability, the date was changed to Friday, the 24<sup>th</sup>. The committee talked about a security system for the gazebo.

*Trustee Matt Trout motioned to approve Lights in the Park donation collection on Friday, October 24, 2014 from 4:30 p.m. – 6:30 p.m. and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.*

**C. GENERAL CONCERNS:** Seth advised the truck pull was canceled at the chili cook-off because of the weather. They could also use volunteers.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn at 6:32 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by  
Julie Polson  
Office Manager

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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John Tolan

**POLICE CHIEF**  
Stanley Donald

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

**ELECTRIC COMMITTEE MEETING**  
(Blaies/Smith/Niebruegge)  
Wednesday, October 15, 2014 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, October 15, 2014 by Acting Chairman Steve Smith. Committee members present were Chairman Mike Blaies (absent), Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Dean Pruett (5:45p.m.), Trustee Matt Trout, Trustee Ray Matchett, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

**A. OLD BUSINESS**

1. Approval of September 10, 2014 Minutes: Trustee Elizabeth Niebruegge motioned to approve the September 10, 2014 minutes and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.
2. Rate Study: Since we have been advised the rate study would not benefit the Village, this item can be taken off the agenda.
3. Surplus Equipment: Head Lineman Shane Krauss provided a list to Administrator Funderburg detailing the equipment we can surplus. We will work on getting that to Springfield by the next committee meeting. Steve asked about the oil tests, and Shane said they were fine.
4. Net Metering and Geothermal Program: Tony said we put ordinances together for the net metering and interconnect policies. We are not going to act on anything tonight because we want Trustee Blaies to have a chance to review them. Shane said we used a combination of IMEA and Carlyle's ordinances and Waterloo's permit application. He asked that the committee review the ordinances and come back with any suggestions. Steve felt the 2% net metering capacity amount was too high, and Shane said that is a collective number not an individual one. Public Works Director John Tolan said IMEA suggests we get these policies in place.
5. Shed: Shane said they are working on erecting the walls for the bathroom area. He is going to talk to Seth about his suggestions on the interior doors. The oil separator has been ordered. John talked to Mr. Davinory about the depth and it is due to the elevation

of the pipe coming out. The alarm is set up and when it goes off, the company will call John, then Shane, then Bob. If no-one answers, the police will then be called. This system also monitors who is going in and out of the building.

6. Charter Pole Agreement: Tony stated we are still waiting on AT&T's location map. We have completed the pole count and need to compare it to AT&T's count.

**B. NEW BUSINESS:**

1. Apprentice Level Increases:

**EXECUTIVE SESSION**

5:40 P.M.

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

**EXECUTIVE SESSION ENDED**

5:47 P.M.

Trustee Smith reconvened the meeting at 5:48 p.m.

- C. **GENERAL CONCERNS:** Trustee Matchett said there is a problem with our 1988 bucket truck. He said the bucket dropped while it was out. Shane said that problem was corrected immediately. He has voiced his concerns to both John and Tony about the condition of that truck. Tony advised we have budgeted for a new truck and asked to hold off on purchasing one. We may be able to use a truck from Waterloo if this one breaks down again.
- D. **PUBLIC PARTICIPATION:** Janet expressed her concern over the safety of our personnel using that truck.
- E. **ADJOURN:** *Trustee Elizabeth Niebruegge motioned to adjourn at 5:55 p.m. and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

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**PUBLIC WORKS COMMITTEE MEETING**  
Trash/Water/Sewer  
(Pruett/Matchett/Blaies)  
Wednesday, October 15, 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 6:00 p.m. on Wednesday, October 15, 2014, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett, Trustee Mike Blaies (absent), Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Steve Smith, Public Works Director John Tolan, Village Administrator and Office Manager Julie Polson. Guest present: Janet Baechle.

## **A. OLD BUSINESS:**

1. Approval of September 10, 2014 minutes: Trustee Ray Matchett motioned to approve the September 10, 2014 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Sewer project: Village Administrator Tony Funderburg advised we have turned this over to Attorney Manion. He has been in contact with Helms' attorney and said there is some positive movement on this.
3. Sewer issues: Public Works Director John Tolan said Gary Schaefer put in a new sewer line and we installed check valves. Office Manager Julie Polson advised the insurance company has settled with the claimants and is paying the claims. She will provide everyone with a copy of the report detailing the amounts paid once it is received.
4. Water main extension along Rentschler Road: We have not heard anything new.
5. Countryside Lane annexations: Tony advised the EPA has the construction permit and advised there is a 40-day turn around on them. He also said there is a slight issue with the road. When Tim Pruett was working on the permit, he found out Smithton maintains the road but they were hired by Belleville to do that. Tony said Belleville states that none of that is their road. Tony said Belleville needs to understand we are annexing properties and taking over ownership and maintenance of the road. He said Smithton is happy to give it to us.
6. Time limit on tap on fees purchased but not used: We will make sure this gets into the approved code. Item can be taken off the agenda.
7. GIS Implementation: John said Shane has the electric system ready to go. We are moving along on this project.

8. Payment Service Network Service: Tony said this is a great system for the short term. We would still like to explore a billing system that works better with PSN. For example our customers cannot look at their bill online. Item can be taken off the agenda.
9. Sewer Backups – Sunset Dr. Apts.: See item #3 above. Item can be taken off the agenda.
10. SLM Water Issues: John explained SLM has switched over to free residuals. For about the last week, the chorine level has been way down. This is due to SLM losing their chlorine feed for a couple of days. John said they switched over to chloramine today. He is not sure what is going on but intends to find out at the next FSH meeting.

Trustee Pruettt asked about our annual fire hydrant inspection and John confirmed that is what we are doing right now.

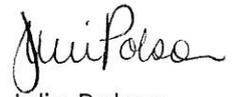
**B. NEW BUSINESS:**

1. Rhutasel Water Tower Painting Agreement: John said Rhutasel will be responsible for preparing the bidding and contract documents for the interior and exterior repair of the water tower. They are going to hire a consultant who will climb the tower to monitor the work. The estimated costs are \$8,000 for the bid process which includes document preparation and evaluation. There is also a \$22,000 charge which includes the cost of a consultant who will come out and climb the tower to monitor the work. John said we need that to ensure the work is done correctly. This project won't be done until spring.
2. IEPA Compliance Commitment Agreement: John said we had two samples come back with high THM levels which placed us in violation. John responded to the EPA's violation notice and provided steps to alleviate the problem (see attached notice). John said the problem is the SAVE line is not used very much and the water is not getting turned over enough. He found out in July everyone had high TLMs and was not aware of that. He believes SLM's problems are a contributing factor to our issues.

Tony was contacted by a resident on Schiermeier Road who would like our water. Tony said it only makes sense if we can get some other residents to come in as well. John said there are about 6 – 8 homes that this would affect. Tony asked the committee if they think this is a worthwhile project. We would not be able to do this in this year's budget. The committee agreed to have Tony/John contact the other residents to see if they would be interested in receiving our water.

John advised the committee of several issues. The west plant lift station needs to be repaired. John budgeted \$17,000 and Haier Plumbing said the work will cost from \$15,000 - \$20,000. The incubator that is used for EPA testing went out and the cost to replace it is \$2,700 - \$2,800. The N. Edison lift station pump ate a 2 x 4 chunk of wood which will cost about \$1,000 to repair.

- C. **GENERAL CONCERNS:** John reported Jesse is working on the hydrant flushing and testing. John reported on other water and sewer repairs.
- D. **PUBLIC PARTICIPATION:** None.
- E. **ADJOURN:** *Trustee Ray Matchett motioned to adjourn at 6:27 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

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**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

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Niebruegge/Smith/Pruett)  
Wednesday, October 15, 2014 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:30 p.m. on Wednesday, October 15, 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, Trustee Matt Trout, Trustee Ray Matchett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

**POOL: A. OLD BUSINESS:** Public Works Director John Tolan advised the pool is now closed.

**B. NEW BUSINESS:** Village Administrator Tony Funderburg finished the grant for the pool pavilion. The Park District is going to deed the land to us.

**STREETS: A. OLD BUSINESS:**

1. Approval of September 10, 2014 Minutes: Trustee Steve Smith motioned to approve the September 10, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Safe Routes to School: Tony said this project is going back out for bid in January. If we want the \$200,000 to do this project, we would need to spend about \$40,000 - \$45,000. We could use MFT funds. Mayor Speiser recently met with Senator Clayborne and Representative Jackson who advised they are going to try and get Freeburg some grant money which we could use on this project.
3. MFT/Ditch on N. Main: John met with Rhutasel and they are working on getting the survey done for Main St. We need to move the easement by Randy Kasper's house over a little. John asked Rhutasel to review the Netemeyer flow calculations and also to do their own.
4. Drainage Problem Areas/Southgate Drive/Huelsman: John said Rhutasel is working on the Huelsman drainage issue.
5. Shady Lane Dispute: Tony advised Attorney Manion is still working on this.
6. Cemetery Road: Tony has nothing new to report.

7. Village Park Gazebo: Tony said we are scheduled to build the gazebo this Saturday, October 18<sup>th</sup> at 8:00 a.m. We have a very good group of people to build it and also asked for volunteers. Refreshments will be provided. We plan to hold a Veteran's Day ceremony on November 11<sup>th</sup> at 2:00 p.m.
8. Grant opportunities: Tony is looking for any grants to write.
9. Welcome to Freeburg sign price: We will continue to work on this over the next year. We will have to budget more than \$5,000 for this. Item can be taken off the agenda.

**B. NEW BUSINESS:**

1. Leaf pickup: John said leaf pickup will begin on October 27<sup>th</sup>. He is going to have some signs made up that can be placed in the area where leaf pickup will be the Friday before collection begins. John talked to other communities and they pick up pine needles and gum balls. He is thinking about offering that as long as they are bagged. He also commented the residents liked having a drop off place for leaves. He discussed possibly doing that again at the old sewer plant as long as they were bagged. At this time, he is just thinking about it.
2. Picnic tables for Village Park: Tony provided a quote for an extremely sturdy picnic table that we can anchor down. Trustee Pruett asked if the high school could build a metal table and Wiegmanns could powder coat it. The committee decided to purchase 2 tables but not powder coat them. We could then ask the high school to build the tables and put those at the Village Park and move the others to the pool pavilion.
3. JULIE 2015 Member Contribution: A copy of next year's estimated costs was provided for the committee's information. The price went up about \$300 from last year.
4. Donation Collection Time Limit: Nothing new to report.
5. Freeburg Elementary School 5K Run/Walk Family Wellness Night: The committee discussed the request and agreed to grant it pending our suggested changes.

*Trustee Dean Pruett motioned to recommend to the full Board approval of Freeburg Elementary School's 5K Run/Walk on November 1, 2014 starting at 5:00 p.m., using St. Joseph's route, and a volunteer police officer present during the run and Trustee Steve Smith seconded the motion. All voting yea, the motion carried.*

6. Celebrate My Drive – FCHS: Tony stated this program offers the opportunity for Freeburg high school students to win a concert from the Band Perry for making safe driving commitments. The program is sponsored by State Farm and Tony said the communities with board support seem to do very well.

C. **GENERAL CONCERNS:** John reported street sweeping is done, they are going to seal the cracks in Lone Oak and Timberwolf subdivisions, we will be brush mowing along the rural roads, Dale Recker ordered 450 tons of salt, and also work being done on alleys, sidewalks and culverts.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** *Trustee Steve Smith motioned to adjourn the meeting at 7:07 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

