

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mike Blaies
Steve Smith
Tony Miller
Rita Baker
Seth Speiser
Charlie Mattern

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
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

March 14, 2011

NOTICE

MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Miller/Baker/Blaies)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, March 16, 2011 at 6:00 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Pool renovation/referendum
- B. New Business
 - 1. Carl Barton PTO Spring Carnival

- A. Old Business
 - 1. Approval of February 16, 2011 minutes
 - 2. Safe Routes to School
 - 3. Swipe Card Access
 - 4. 709 Saxony Lane request for culvert
 - 5. Leaves/limb pickup
 - 6. Welcome to Freeburg sign at north end of town
 - 7. High school parking
- B. New Business
 - 1. Lawn mowing bids
 - 2. Spring clean up
 - 3. IDOT Traffic Signal Master Agreement
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Public Property Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)]; personnel [5 ILCS, 120/2 - (c) (1) a.]; or real estate transactions [5 ILCS, 120/2-(c)(5)].

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Public Property Committee Meeting

Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Blaies)

Wednesday, March 16, 2011 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

The meeting of the Public Property Committee was called to order at 6:00 p.m. on Wednesday, March 16, 2011, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Mike Blaies, Village Clerk Jerry Menard, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing, Pool Manager Scott Schulz and Office Manager Julie Polson. Guests present: Ray Matchett and Janet Baechle.

POOL:

A. OLD BUSINESS:

1. Pool renovation/referendum: We received an application for a new lifeguard from Tanner Ross and Scott said we could use one more and that Tanner is enrolled to become certified.

Trustee Mike Blaies motioned to recommend to the full Board we hire Tanner Ross as a new lifeguard this summer at a rate of \$8.25 per hour and Trustee Tony Miller seconded the motion. With 2 aye votes, the motion carried.

Scott provided dates for the swim meets, Family Days and Swim in the Park After Dark. He also thought having the dads get in free on Father's Day would be nice and Tony said to add in the moms too. Scott said they will need to close the pool at 6:00 p.m. on June 1st due to 8th grade graduation. He told the committee we have enough lifeguards to offer swimming lessons this year and they will be held the weeks of June 13th and 20th. John would like to paint the bath house if we have the money to do so.

B. NEW BUSINESS:

1. Carl Barton PTO Carnival: We received the annual request for a donation to the Carl L. Barton PTO Spring Carnival.

Trustee Mike Blaies motioned to recommend to the full Board we donate one 10-day pool pass to the PTO Spring Carnival and Trustee Tony Miller seconded the motion. With two aye votes, the motion carried.

STREET:

A. OLD BUSINESS:

1. Approval of February 16, 2011 minutes: *Trustee Mike Blaies motioned to approve the February 16, 2011 minutes and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis said Rita counted kids by the grade school and they mostly crossed by the curve. That information was forwarded to TWM. Dennis said if the light is not approved, he is not sure if we can transfer the \$35,000 over to the Main Street portion of the grant.
3. Swipe Card Access: The doors have been ordered.
4. 709 Saxony lane request for culvert: Nothing new.
5. Leaves/limb pickup: John will get the drying beds at the old sewer plant cleaned out. One will be used for leaves and the other for limbs. We will also get a sign put up at the exit to warn residents to watch out for traffic. John talked about putting up construction fencing to contain the leaves. Dennis said since the drying beds are located in the back and surrounded by trees, let's wait and see if the leaves get blown around before we install the construction fencing. John said if we do have to, he can order it in green instead of orange. When we get this information out, we will emphasize it is just for Village of Freeburg residents.
6. Welcome to Freeburg sign: Dennis will contact RuAnna Stumpf from IDOT to set up a meeting for her to come out and decide on the spot for the sign.
7. High school parking: Julie said we have not heard anything else from the resident that complained about the parking.

The water issue on W. Apple at the railroad track was discussed. Dennis said this is supposed to be taken care of this spring. John said it is a safety concern and suggested we call Darrel Cates every time it gets bad to push the issue.

B. NEW BUSINESS:

1. Lawn mowing bids: Dennis advised that KMK Lawns will keep their price the same and that we won't need to go out for bid. Julie will contact him to let him know that and also to ask that he clean up the park before the Easter Egg Hunt.
2. Spring clean up: John said the dates are April 15th - 18th. John said we need to make sure the dumpsters get emptied on both Saturday and Sunday. Julie will contact Waste Management to start working on that now. John will check to see if the same guys that picked up the scrap last year will do so again this year.
3. IDOT Traffic Signal Master Agreement: Dennis said he would like to table this item since he would like to sit down and review it with Ron. Julie will try to find the previous agreement.

Dennis said he will call IDOT to get a bid date for MFT. John said he has been contacted the Nick Price and Jared Krauss and they would like to come back this summer. The committee directed Julie to send a letter to each of them asking if they want to come back at \$8.35 per hour.

Tony asked if it was time to get the street banners back up and John said yes, they will go up soon. Dennis brought up Tank Road. He said the contractors that are working on the high school football field will tear up that road. The high school owns that road and Dennis said Ron was reminded of that by them when we wanted to run power lines under that road. The committee felt Dennis should write the high school a letter advising we have maintained that road as a courtesy so the contractors need to take care of it. John said maybe this is the time to ask the school to start to contribute to the costs to maintain that road. Dennis will have the letter ready for the trustees' review before the board meeting on Monday night.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet doesn't think we should mess with the high school road.

E. ADJOURN: *Trustee Mike Blaies motioned to adjourn the meeting at 6:47 p.m. and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



RECEIVED

FEB 22 2011

February 8, 2010

To Whom It May Concern:

The Parent-Teacher Organization of Carl L. Barton Elementary School in Freeburg, Illinois is sponsoring its **Twelfth Annual Spring Carnival**, to be held in May 2011. The 2010 Carnival was a tremendous success. The carnival consists of lunch, snacks, rides, games and a prize booth for over 800 children. The students have a good time and look forward to this event every year.

Please help us by contributing a prize item with a value of at least \$15 or more, and/or a monetary donation to be used towards the purchase of such items.

You may mail your contribution to Freeburg Elementary School C/O the PTO CARNIVAL, at 408 South Belleville Street Freeburg, IL 62243. Please contact Mary at 539-5465, if you would like your contribution picked up. A carnival committee representative will schedule a convenient pick up time between March 10th & 31st at your business location.

Any proceeds from our carnival will be used by the **PTO** for the benefit of future carnivals.

Community involvement has allowed Freeburg Elementary School to provide this type of fun event for our students while allowing us to continue progressing as a quality educational institution.

Thank you in advance for any contribution you may give, that will make our carnival a successful event.

Sincerely,

Mary Weber
Raffle/Prize Committee

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
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Public Property Committee Meeting

Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Blaies)

Wednesday, February 16, 2011 at 6:30 p.m.

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C.

The meeting of the Public Property Committee was called to order at 6:35 p.m. on Wednesday, February 16, 2011, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Mike Blaies, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing, Pool Manager Scott Schulz and Office Manager Julie Polson. Guests present: Sid LeGrand and Janet Baechle.

Chairman Tony Miller amended the agenda to have Sid LeGrand from Rhutasel & Associates heard first. Sid said there is a service transportation program grant available and the grant requires the proposed work to be done on a collector route. Dennis and Ron agreed the curve from Westview to Wolf on Kessler was an ideal area to consider. Sid stated he kept the size of the project in line with what would work well for this grant. He also provided a spreadsheet which shows the costs of the project and what fiscal year those costs would be incurred. We would need to begin the project in mid 2012 with the bulk of the construction being done in 2015. He said the grant would cover 75% of the construction costs and that engineering fees and right-of-way costs are not included in the grant funds. The cost of the project with the sidewalk was \$975,865 and the Village would be responsible for \$400,165 of that. The cost of the project without the sidewalk was \$904,265 and the Village would be responsible for \$371,915 of that. He said if we want to move forward with the project, the application needs to be turned in by February 25th. There is a grant application fee of approximately \$2500 which we would get back if we did not receive grant approval. Dennis said it is a much-needed project but is concerned that we don't know where we would come up with over \$300,000 for the project. Sid said a possible solution would be to borrow the money from another utility fund and then have the MFT fund repay the other fund over a number of years. Sid said we have until May to withdraw the grant application if we find out we don't have the funds to cover the Village portion of the project. Dennis said that will give him enough time to look over the budget and see if there is a way to come up with the \$371,000 to cover our cost of the project.

Trustee Rita Baker motioned to recommend to the full Board the grant application prepared by Rhutasel & Associates for improvements to Kessler Road from Westview to Wolf Road with no sidewalk option be approved and submitted and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

POOL: A. OLD BUSINESS:

1. Pool renovation/referendum: The applications for new lifeguards were reviewed. We received applications from Caroline Bircher, Kaylyn Nation, Elaina Mitchell and Randy Houston. At the present time, we have the following lifeguards returning to the pool this summer: Kelsey Blackwell, Dillon Czech, Molly Etling,

Amy Fournie, Rachel Harris, Hannah Lanter, Taylor Richards and Krystin Wahlig. Scott said Jake Lanter does not want to lifeguard but would be willing to clean the pool in the mornings. Scott interviewed Jillian for the position and she is still interested in being a co-manager this summer. Salaries were discussed by the committee.

Trustee Rita Baker motioned to recommend to the full Board we hire Caroline Bircher, Kaylyn Nation, Elaina Mitchell and Randy Houston as new lifeguards this summer at a rate of \$8.25 per hour and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Rita Baker motioned to hire the returning lifeguards as follows:

<i>Kelsey Blackwell</i>	<i>\$8.35</i>	<i>Dillon Czech</i>	<i>\$8.25</i>
<i>Molly Etling</i>	<i>\$8.35</i>	<i>Amy Fournie</i>	<i>\$8.35</i>
<i>Rachel Harris</i>	<i>\$8.35</i>	<i>Hannah Lanter</i>	<i>\$8.35</i>
<i>Taylor Richards</i>	<i>\$8.35</i>	<i>Krystin Wahlig</i>	<i>\$8.35</i>

Trustee Rita Baker motioned to recommend to the full Board Jillian Rouse be hired as a co-manager at a salary of \$3,200 for the 2011 pool season and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Rita Baker motioned to recommend to the full Board Darren Pierce be hired as a co-manager at a salary of \$3,232 for the 2011 pool season and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Trustee Rita Baker motioned to recommend to the full Board Scott Schulz be hired as lead manager at a salary of \$4,444 for the 2011 pool season and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Ron said we need to work on the valve for the baby pool. The pool will be open from May 28th - August 14th.

B. NEW BUSINESS: Julie passed out a donation request from St. Joseph School for their annual dinner auction.

Trustee Rita Baker motioned to recommend to the full Board a 10-day pool pass be donated to the St. Joseph Dinner Auction and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

STREET: A. OLD BUSINESS:

1. Approval of January 19, 2011 minutes: *Trustee Rita Baker motioned to approve the January 19, 2011 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis said it sounds like both the federal and state agencies are balking at the crosswalk light on Belleville by the school. TWM has been asked to conduct a cont of how many kids cross the street and where they

cross. We can save \$600 by conducting the count ourselves. Rita volunteered to do this. Then TWM will write the report and submit it for consideration.

3. Swipe Card Access: Nothing new.
4. 709 Saxony lane request for culvert: Nothing new.
5. Leaves/limb pickup: Nothing new.
6. Welcome to Freeburg sign: Dennis will contact RuAnna Stumpf from IDOT to set up a meeting for her to come out and decide on the spot for the sign.

B. NEW BUSINESS:

1. 2011 MFT: Because the MFT revenue has dropped off, Dennis expects to receive a little under \$100,000 this year. He cut back on the oil and chip and also cut back on the rock and materials. Since it has been a rough winter on the roads, we are going to address the streets that are most in need of repair rather than just a certain section of town. Ron commented a couple of concrete streets in Sugar Creek and Meadowbrook need to be addressed.

Trustee Rita Baker motioned to recommend to the full Board the 2011 Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code be approved and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

2. High school parking: Dennis said we have received a complaint from a resident that lives on Washington. He said we could consider removing some of the no parking signs from around the old doctor's office since it is vacant. Dennis and Ron will look at the signs in the area and see if they can come up with a plan.

C. GENERAL CONCERNS: Mike asked if the census numbers came in and Freeburg's 2010 population is 4356. We grew 12% from the last census.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 8:02 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



Illinois Department of Transportation

Division of Highways / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois / 62234-6198

February 25, 2011

RECEIVED

FEB 28 2011

Mr. Jerry Lynn Menard
Village Clerk
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Traffic Signal Master Agreement

Dear Mr. Menard:

The Illinois Department of Transportation and the Illinois Municipal League have reached agreement regarding maintenance of traffic control devices (Master Agreement).

We have prepared three original copies of the agreement for your village, to be signed by an authorized representative.

Please return the three signed agreements as soon as possible so we may have it executed by July 1, 2011. Also, please complete any information missing about your village on the first and fourth pages of the agreement. An original copy signed by the Department will be returned to you for your records.

If you should have any questions concerning this matter, please contact this office or telephone Jim Wessel, Design and Planning Engineer, at (618) 346-3273.

Sincerely,

Mary C. Lamie, P.E.
Deputy Director of Highways,
Region Five Engineer

A handwritten signature in black ink that reads "Joseph D. Monroe".

Joseph D. Monroe, P.E.
District Operations Engineer

Attach.



Governmental Body Name Village of Freeburg			
Address 14 Southgate Center			
City, State, Zip Freeburg, Illinois 62243			
Remittance Address (if different from above)			
City, State, Zip Illinois			
Telephone Number (618) 539-5705	Fax Number (618) 539-5590	FEIN/TIN	
Brief Description of Service (full description specified in Part 5) This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.			
Compensation Method (full details specified in Part 6) Actual Cost	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: July 1, 2011
Total Compensation Amount \$ 15,000.00	Travel Amount \$0.0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2021

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

_____ Signature and Job Title of Authorized Representative	_____ Type or Print Name of Authorized Representative	_____ Date
---	--	---------------

FOR THE DEPARTMENT:

_____ , Regional Engineer, Division of Highways	_____ Ellen Schanzle-Haskins, Chief Counsel (Approved as to form)	_____ Date
--	---	---------------

By: _____

_____ Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer	_____ Matthew R. Hughes, Acting Director, Finance & Administration	_____ Date
--	---	---------------

By: _____

Date: _____

_____ By:	_____ Gary Hannig, Secretary of Transportation	_____ Date
--------------	---	---------------

By: _____

INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

Village of Freeburg

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

14 Southgate Center

Freeburg, Illinois 62243

Attn: Village Clerk Jerry Lynn Menard

E-mail: mayor-freeburg@freeburg.com

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification
Exhibit A	Locations and Cost Proportionment of Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1
SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2011** to **June 30, 2021**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

**PART 2
GENERAL PROVISIONS**

- A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Availability of Appropriation (30 ILCS 500/20-60):** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection.** The GOVERNMENTAL BODY or a designated representative shall have access to the DEPARTMENT'S work and applicable records **by means of a freedom of information request.**
- E. Records Preservation.** The DEPARTMENT shall maintain for a minimum of **seven years** after the completion of the work, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4
SPECIFIC PROVISIONS**

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.
- Any invoices/bills submitted by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Regional Engineer
Illinois Department of Transportation
1102 Eastport Plaza Drive
Collinsville, Illinois 62234

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment.** All invoices for maintenance services performed and expenses incurred by the DEPARTMENT prior to July 1st of each year must be submitted for processing no later than August 31 of that same year for payment under this Agreement. **All invoices for utility services incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be submitted for processing no later than December 31 of that same year for payment under this Agreement.** The GOVERNMENTAL BODY will send all invoices to the DEPARTMENT'S remittance address listed in this Agreement.

- C. Location of Service.** Service to be performed by the DEPARTMENT shall be performed as described in Part 5.

D. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

E. Software.

[Not applicable to this Agreement.]

F. Confidentiality Clause.

[Not applicable to this Agreement.]

G. Reporting/Consultation.

[Not applicable to this Agreement]

H. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the Department pursuant to this Agreement.

I. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

J. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

K. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Freeburg

Taxpayer Identification Number: _____

Legal Status (check one):

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____ |

L. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

M. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
- B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the Agency indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

D. Deficiencies in Maintenance. It is also understood that if, in the judgment of the Regional Engineer, the GOVERNMENTAL BODY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the DEPARTMENT will give the GOVERNMENTAL BODY a 30 day notice in writing of specific deficiencies. If the GOVERNMENTAL BODY has not corrected the deficiencies and notified the DEPARTMENT within the 30-day period, the DEPARTMENT will arrange for the appropriate maintenance efforts and bill the GOVERNMENTAL BODY for its share of the costs.

E. Interconnect & Timing. The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

F. Interconnections: Installation & Damage. The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.

G. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

H. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of the energy charges.

I. Indemnity. The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

J. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

K. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

L. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

M. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

N. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6
COMPENSATION FOR SERVICES

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government.

B. Billing. The DEPARTMENT shall submit maintenance invoices on a **monthly** basis. The amount billed shall be the costs incurred less any proceeds from a third party damage claims received during the billing period for repairs of signals or devices that are the responsibility of the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall submit invoices for utility charges on an **annual** basis. The amount billed shall be the cost incurred during the billing period for power for the traffic signals as outlined in Exhibit A. Invoices submitted for payment must include copies of all utility bills reflecting the paid utility charges. These invoices are to be submitted to the IDOT District Office, attn.: Financial Services Manager.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.

DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the DEPARTMENT to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-
CIRCULAR A-133**

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single

EXHIBIT A

The following is a list of signalized intersections along State highways location within the village of **Freeburg**. The Level of Maintenance refers to the Traffic Signal Maintenance Provisions in **EXHIBIT B**.

Location	% of Maintenance Responsibility			% of Energy Charges Responsibility			Agency Performing Maintenance
	State	Local Agency	Other	State	Local Agency	Other	
IL 13/15 & Apple St.	50	50	0	50	50	0	State
IL 13/15 & Main St./Oak Brook Dr. (LED)	50	50	0	50	50	0	State
IL 13/15 & Center Drive (LED)	0	100	0	0	100	0	State

EXHIBIT B TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT's specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT.

Any costs incurred as a result of exceeding the DEPARTMENT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the GOVERNMENTAL BODY.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the DEPARTMENT shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition. **Temporary traffic control will not be installed at intersections due to power failures.**

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules. including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. RELAMP

For the remaining incandescent signal heads, clean reflectors, lenses and lamps once at least every twelve (12) months or more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

6. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a annual cabinet inspection.

7. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

8. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

9. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

10 PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.



Illinois Department of Transportation

Division of Highways / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois / 62234-6198

March 9, 2011

MUNICIPAL MFT
Village of Freeburg
Section 11-00000-00-GM
2011 Maintenance

RECEIVED

MAR 14 2011

Ms. Jerry Lynn Menard
Village Clerk
14 Southgate Center
Freeburg, IL 62243

Dear Ms. Menard:

The resolution adopted by the Village President and Board of Trustees on February 22, 2011 appropriating \$110,000.00 of Motor Fuel Tax funds for the maintenance of municipal streets from January 1 to December 31, 2011 is approved.

The municipal estimate of maintenance costs, as corrected in the amount of \$108,949.00, and the material proposal, as corrected, are also approved and your file copies are returned herewith.

Expenditure of funds in the amount of \$108,949.00 for maintenance is hereby authorized and will be so indicated on your next monthly report of allotment and transactions.

The following changes were made to the material proposal.

1. LRS 15 was added on the Check Sheet for Recurring Local Roads and Streets Special Provisions adopted January 1, 2011.
2. Local Roads Special Provision LR 107-6 (Selection of Labor) was inserted.
3. BDE Special Provision 80230 (Liquidated Damages) was inserted.
4. St. Clair County Prevailing Wages for March, 2011 was inserted.

Please contact this office to schedule a letting.

All materials incorporated into a construction or maintenance project, financed in full or in part with MFT funds, shall be inspected and tested for compliance with the requirements of the Standard Specifications or the project Special Provisions. The inspection and testing shall be accomplished before any material is incorporated into the work. Compliance with this requirement is a prime responsibility of the awarding agency.

Ms. Jerry Menard
March 9, 2011
Page 2

Formal bids are required for the purchase of all materials estimated to cost \$20,000 or more during a maintenance year.

MFT funds may not be expended for maintenance operations not covered in the approved estimate, without approval of the Department.

Additionally, any maintenance operations exceeding your estimate of maintenance cost by ten percent (10%) must be approved by the Department to be an eligible MFT expenditure.

If you have any questions, please contact Mr. Jon Schaller at 618-346-3334 or Mr. Mike Scott at 618-346-3336.

Sincerely,

Mary C. Lamie, P.E.
Deputy Director of Highways
Region Five Engineer



Lora S. Rensing, P.E.
Acting District Engineer of
Local Roads and Streets

MS:mc:030811
Enclosures

cc: Mr. Ron Dintelmann – Public Works Director
Auditor