

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

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

April 9, 2012

NOTICE

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

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, April 11, 2012 at 6:30 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Pool
- B. New Business

- A. Old Business
 - 1. Approval of March 21, 2012 minutes
 - 2. Safe Routes to School
 - 3. 709 Saxony Lane request for culvert
 - 4. Welcome to Freeburg sign at north end of town
 - 5. MFT
 - 6. Procedure to Request Flags to be Displayed
 - 7. Drainage Problem Areas
 - 8. Shady Lane dispute
 - 9. Ditch behind home at 606 W. High
 - 10. Lobby Painting
 - 11. New fogger purchase
 - 12. Spring Clean Up 4/20 - 4/23
 - 13. Lighting along Westview Drive
 - 14. Lawn mowing bids
- B. New Business
 - 1. Lawn care evaluations for Village Hall property
 - 2. Cemetery Road
 - 3. Senior Citizens of Freeburg Request
 - 4. FFA Request to Plant Flowers in Village Park
- 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)(12)]; or other business [5 ILCS, 120/2 - (c)(13)].

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Baker/Blaies)

Wednesday, April 11, 2012 at 6:30 p.m.

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The meeting of the Public Property Committee was called to order at 6:48 p.m. on Wednesday, April 11, 2012, in the Municipal Center. Those in attendance were Chairman Ray Matchett, Trustee Mike Blaies, Trustee Rita Baker, Mayor Ray Danford, Chief Mel Woodruff, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson.

POOL: A. OLD BUSINESS:

1. Pool: Administrator Herzing provided an update on the renovation of the pool and advised the update was also provided to the swim team. The excavation for the new filter building started on 3/19. The filter pit in the old filter room was filled and the new floor slab was poured on 3/23. The footings for the new filter building were poured 3/29 and formwork for the walls started immediately after. The subgrade foundation and tank walls for the new filter building were poured on 4/3. The anchor bolts were set and the gutters have been assembled and mounted on the anchor bolts. We have received the first contractor's pay request and Dennis would like to present that at Monday's board meeting for payment. He said Doug Biscayne from EWR has certified and approved it.

Trustee Rita Baker motioned to recommend to the full Board that Davinroy Mechanical Contractor, Inc.'s Application for Payment #1 in the amount of \$199,342.71 be approved for payment and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS: None.

STREETS: A. OLD BUSINESS:

1. Approval of March 21, 2012 minutes: *Trustee Rita Baker motioned to approve the March 21, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis passed around the proposal that Sid LeGrand of Rhutasel prepared for the Safe Routes to School project along State Route 15 from State Route 13 to Adele Street. Dennis said Steve did include engineering fees in the grant and also said it will probably take several months to get an engineering contract approved. Fees are based on IDOT's schedule.

Trustee Rita Baker motioned to recommend to the full Board that Rhutasel & Associates be hired as the engineering firm for the Safe Routes to School project on State Route 15 from Route 13 to Adele Street and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Street Committee Meeting Minutes
Wednesday, April 11, 2012

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VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



John said in response to Povolich's recent editorial, we will take care of this project this year. Chief Woodruff was present to address recent complaints received regarding basketball goals in or facing the street. Mel said the newspaper was contacted and an article will be running in this week's edition of the Tribune. He wanted the trustees to be aware of what was happening. Our current code states you cannot place anything in the public right-of-way and you also cannot have games in the street. Mel said he had the nuisance officer on duty go around to some of the homes where basketball hoops had been placed incorrectly and asked the homeowners to correct the situation. No-one has been cited and Mel said they are trying to contact the residents and ask them to correct the situation. We will check back later to see if they have complied.

3. 709 Saxony lane request for culvert: Nothing new.
4. Welcome to Freeburg sign: Trustee Blaies said the Chamber is looking for some action on this and also complained to Mike that they had paid for signs and there is nothing on them. Mike said the Chamber also wants to know if we have any money in the budget for the signs. Mayor Danford said he has been looking at what other towns do and liked how Mascoutah has their welcome signs set up. They have a small welcome sign and behind the welcome sign is a larger, lattice-style sign that the individual organizations are displayed on. These signs would meet the breakaway standards set by IDOT.
5. MFT: Dennis said the bid opening has been scheduled for Monday, April 16th at 2:00 p.m.
6. Procedure to Request Flags to be Displayed: Nothing new.
7. Drainage Problem Areas: Dennis will call Netemeyer to get an update.
8. Shady Lane Dispute: Dennis needs to work on this.
9. Ditch behind home at 606 W. High: John has the concrete from the pool and has this on his list to do.
10. Lobby painting: Julie said we will start working on this soon.
11. New fogger purchase: John received two quotes, one for \$8500 which includes the GPS and flow control and the other quote is for \$7800. John was able to purchase the chemical used at \$1900 a barrel which is about \$600 less than last year.
12. Spring Clean Up April 20th - 23rd: The dates have been set and we met with Waste Management last week. Mayor Danford said SAVE is having an electronics recycling event the same weekend. Dennis will contact Jim at SAVE to see if we can include the electronics at the spring clean up.
13. Lighting along Westview Drive: John said we will complete this over the summer.
14. Lawn mowing bids: The bid opening is set for 2:00 p.m. tomorrow.

B. NEW BUSINESS:

1. Lawn care evaluations for Village Hall property: Quotes were received to manage the weeds from Paradise Lawns at \$250 per application and TruGreen at \$315 per application.

Trustee Blaies offered to help with this. Julie suggested utilizing our part-time workers to do this. John will look into applying it ourselves to save some money. There are also some bushes that need to be taken out.

2. Cemetery Road: Dennis said the County is proposing to put a 2" layer of blacktop on their portion and then turn that over to us and also retain ownership of the bridge. Dennis has our attorney looking to see if the County can just abandon a road. Both Ron and Jon said there is a culvert that is failing and Dennis said once he receives the proposal, he will ask them to replace the culvert.

3. Senior Citizens of Freeburg Request: The committee agreed to their request to place their sign on the Village sign. They will supply the sign and we will put it up.

4. FFA Request to plant flowers: We received a request from FFA to plant flowers in the Village Park and the committee agreed to the request.

C. **GENERAL CONCERNS:** Trustee Blaies said the gates have been open all the time at the old sewer plant and things are getting dumped there. John had asked them to leave it open but he will have the police start closing it up overnight. Trustee Matchett said Don Hinrichs has contacted him about his driveway and John said we have talked to him several times and told him we want to wait until everything has settled before we repair the driveway. The committee agreed to issue Mr. Hinrichs a check for our portion of the work and he can get it done when he wants to. Julie suggested we have him sign a statement if he does the work before we think it should be done, he agrees that we are not liable for anything that goes wrong.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** *Trustee Rita Baker motioned to adjourn the meeting at 8:08 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

Pool Construction Status Report

4/5/12

Essentially all required demolition work was accomplished by the contractor while he was waiting on issuance of the construction permit by the Illinois Department of Public Health (IDPH). Also, during the winter months, village personnel installed new underground electric service to the site and demolished the old overhead power lines. Temporary electric and water service was also constructed by the Public Works Department for use by contractors during the construction period.

On Friday, March 16, we received word from IDPH that they were issuing the construction permit. Excavation for the new filter building and work on new site utilities started on Monday March 19. The filter pit in the old filter room was filled and the new floor slab poured on March 23. The footings for the new filter building were poured on about March 26 and formwork for the walls was started immediately thereafter. The subgrade foundation and tank walls for the new filter building were poured on April 3 just ahead of the rains which came that night and the next day which is very significant since a heavy rain before the walls were poured would have caused significant delays.

As of April 5, the anchor bolts have been set for the new stainless steel gutter system on the main pool and the gutters have been assembled and mounted on the anchor bolts.

Dennis R. Herzing, P.E.
Village Administrator.



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

April 11, 2012

Mr. Dennis Herzing
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Safe Routes Sidewalk Project
IL Rt. 15 from IL Rt. 13 to Adele Street

Dear Mr. McElroy:

We are pleased to submit the attached proposal for the Freeburg Safe Routes project. This project consists of adding sidewalk along IL Route 15 from IL Route 13 to Adele Street. We believe that the Freeburg based RHUTASEL and ASSOCIATES, INC. team will allow us to maximize efficiency and provide professional services that meet your scheduling and budget requirements.

RHUTASEL and ASSOCIATES, INC. has successfully completed projects similar in nature to yours. We completed the design and construction of the Safe Routes to School sidewalk project in New Athens and have fully prepared or assisted in the SRTS applications for Central School District 104 in O'Fallon and Shiloh, and in Sparta, Smithton, Marissa and Prairie du Rocher. We will be providing engineering design and construction services for SRTS projects in Mt. Vernon, Smithton, Central School District 104, Prairie du Rocher and Smithton,

RHUTASEL and ASSOCIATES, INC. is extremely interested in providing the professional services required for this project. Our fees for this work will be maintained within the accepted cost range for this work as limited by the Village of Freeburg and the Illinois Department of Transportation for Safe Routes to Schools projects. Please feel free to call us should you require any additional information.

Very truly yours,
RHUTASEL and ASSOCIATES, INC.

Sidney W. LeGrand, P.E.
Transportation Department Head



STATEMENT OF INTEREST

Rhutasel and Associates, Inc. is extremely interested in providing the professional engineering and services required by the Village of Freeburg for the Safe Routes Project.

Rhutasel and Associates, Inc. is committed to allocating the necessary personnel and resources toward a comprehensive effort to complete the professional engineering design, surveying, permitting and construction services required by the Village of Freeburg. Our team is immediately available and will be dedicated to the Safe Routes Project without detrimental interference from other commitments. Our dedication to quality work delivered on time and within budget will provide the Village of Freeburg with quality services provided in a timely and cost-effective manner.

The Rhutasel and Associates, Inc. Project Team is best suited to provide the engineering services required by the Village of Freeburg for the following reasons:

- Our "Project Team" is familiar with the Village of Freeburg and its needs.
- We are eager to provide municipal engineering services for the Village of Freeburg, and will go the "extra mile" to accomplish that goal.
- Our "Project Team" has significant experience in all phases of public works improvement projects with staff who have successfully completed numerous similar projects.
- We have an excellent performance record. Over 90 percent of our engineering work is with repeat clients.
- We have an excellent working relationship with the Illinois Department of Transportation and our Senior Project Manager to be assigned to the project was an Engineer with IDOT prior to joining our firm.
- Our construction cost estimates are reliable, and our designs are thorough as evidenced by the competitive construction bids received on past projects.
- During the performance of our work, we treat the Village of Freeburg elected officials, Village staff and the citizens of Freeburg as our valued clients. We strive to make our work exceed all of your project goals, yet respect the needs and concerns of the citizens who will be most affected by the construction activity.



FEDERALLY FUNDED PROJECT EXPERIENCE

Rhutasel and Associates, Inc. has undertaken several similar projects involving Federal Highway Administration (FHWA) Funds administered by the Illinois Department of Transportation as follows and including significant sidewalk construction:

- City of O'Fallon – Oberneufemann Road Reconstruction – Completed in 2009; Cost \$1.052 Million FHWA Surface Transportation Program (STP) Funds.
- Lebanon - St. Louis Street Improvements - Phase 1 Completed in 2007 and Phase 2 completed in 2011; Cost \$575,000 STP Funds.
- Lebanon – Monroe Street Improvements Sidewalk Improvements– Completed in 2009; Cost \$350,000 ARRA Funds.
- O'Fallon and Fairview Heights – Old Collinsville Road – Completed in 2011; Estimated Cost \$2.265 million in STP Funds.
- Salem – Boone Street Bridge Replacement – Completed in 2003; Cost \$360,000 in Surface Transportation Rural (STR) Funds.
- Salem - Hawthorne Road Improvement – Completed in 2000; Cost \$500,000 in STR Funds.
- O'Fallon – Venita Drive Bridge and Intersection Improvements – Under design with construction in 2012; Estimated Cost; Estimated Cost \$7.21 million in Congestion Mitigation Air Quality (CMAQ) Funds and IDOT Grade Crossing Protection Funds.
- New Athens – Safe Routes to School Sidewalk Improvements – Completed in 2011; Cost \$85,000
- Central School District 104 – prepared full SRTS Application for Sidewalk improvement project; Design to begin upon approval of engineering agreement; Estimated cost \$235,000.



PERSONNEL QUALIFICATIONS

Rhutasel and Associates, Inc. has the professional capacity to accomplish the scope of work within the required time frame. At the present time, the firm has 24 employees, 12 of which are registered professionals, broken down as follows:

Professional Engineers	9	Professional Land Surveyors	3
Engineer Interns	2	Surveyor Interns	2
Draftsman/CADD	3	Rodmen	1
Construction Inspectors	2	Administrative	2

Similar to other firms, Rhutasel and Associates, Inc. strives to maintain a six-month backlog of work and clients. This is necessary to keep staff engaged with productive engineering assignments, reduce overhead costs and assure the efficiency of the firm.

Our present backlog of projects will allow us to immediately assign the specified project team to the Village of Freeburg Safe Routes Project. This team will remain dedicated to the project on a priority basis until it is successfully concluded. We will complete our work in a professional and efficient manner to allow adequate time for regulatory agency review of the various stages of the work. This will enable the project to remain on schedule and meet the needs of the Village of Freeburg.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

PROJECT: 1

Freeburg Pool - Phase I Renovation
Freeburg Community Park

FROM CONTRACTOR:

VIA ARCHITECT:

Davinroy Mechanical Contractor, Inc.
44 Empire Drive
Belleville, IL 62220

Doug Buesking
EWR Associates, Inc
391 Frank Scott Parkway East
Fairview Heights, IL 62208

PERIOD TO:

PROJECT NOS: 211123

CONTRACT DATE: 28-Nov-11

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- ORIGINAL CONTRACT SUM \$ 889,671.00
- Net change by Change Orders \$ 12,850.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 876,821.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 221,491.90

5. RETAINAGE:

- 10 % of Completed Work (Column D + E on G703) \$ 22,149.19
 - % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 22,149.19

- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 199,342.71
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 199,342.71
- CURRENT PAYMENT DUE (Line 3 less Line 6) \$ 677,478.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$12,850.00
Total approved this Month		
TOTALS		\$12,850.00
NET CHANGES by Change Order	(\$12,850.00)	

CONTRACTOR:

[Signature]

By: *[Signature]* Date: 4/5/2012

State of: Illinois
County of: *[Signature]*
Subscribed and sworn to before me this *[Signature]* day of *[Signature]*
Notary Public: *[Signature]*
My Commission expires: 2-Apr-14

County of: *[Signature]*
"OFFICIAL SEAL"
JANICE DOEBERT
Notary Public, State of Illinois
My Commission Expires 4 / 02 / 14

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 199,342.71

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 4-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 3-Apr-12

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 3-Apr-12

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 211123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Demo	\$113,280.00		\$113,280.00		\$113,280.00	100.00%		\$11,328.00
2	Site Utilities								
	Labor	\$134,604.00		\$26,920.80		\$26,920.80	20.00%	\$107,683.20	\$2,692.08
	Materials	\$19,221.00		\$3,844.20		\$3,844.20	20.00%	\$15,376.80	\$384.42
3	Concrete Paving								
	Labor	\$42,300.00					0.00%	\$42,300.00	\$0.00
	Materials	\$97,400.00					0.00%	\$97,400.00	\$0.00
4	Fencing								
	Labor	\$12,220.00					0.00%	\$12,220.00	\$0.00
	Materials	\$26,600.00		\$15,000.00		\$15,000.00	56.39%	\$11,600.00	\$1,500.00
5	Cast-in-place Concrete	\$13,500.00		\$6,750.00		\$6,750.00	50.00%	\$6,750.00	\$675.00
6	Masonry	\$9,600.00					0.00%	\$9,600.00	\$0.00
7	Carpentry, Shingles, Siding, Doors, Hardware	\$18,300.00					0.00%	\$18,300.00	\$0.00
8	Painting	\$1,200.00					0.00%	\$1,200.00	\$0.00
9	Perimeter Gutter Systems, PVC Membrane								
	Labor	\$46,046.00		\$6,906.90		\$6,906.90	15.00%	\$39,139.10	\$690.69
	Materials	\$69,700.00		\$48,790.00		\$48,790.00	70.00%	\$20,910.00	\$4,879.00
10	Filtration, Recirculation, Chemical Equipment								
	Materials	\$61,500.00					0.00%	\$61,500.00	\$0.00
11	Plumbing, Mechanical								
	Labor	\$149,500.00					0.00%	\$149,500.00	\$0.00
	Materials	\$23,700.00					0.00%	\$23,700.00	\$0.00
12	Electrical								
	Labor	\$34,200.00					0.00%	\$34,200.00	\$0.00
	Materials	\$16,800.00					0.00%	\$16,800.00	\$0.00
13	Change Order No #1	(\$12,850.00)					0.00%	(\$12,850.00)	
	GRAND TOTALS	\$876,821.00	\$0.00	\$221,491.90	\$0.00	\$221,491.90	25.26%	\$655,329.10	\$22,149.19

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Baker/Blaies)

Wednesday, March 21, 2012 at 6:30 p.m.

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The meeting of the Public Property Committee was called to order at 6:30 p.m. on Wednesday, March 21, 2012, in the Municipal Center. Those in attendance were Chairman Ray Matchett, Trustee Mike Blaies, Trustee Rita Baker, Mayor Ray Danford, Village Clerk Jerry Menard (7:00 p.m.), Trustee Steve Smith (7:20 p.m.); Trustee Seth Speiser (7:30 p.m.); Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing, Office Manager Julie Polson and Pool Manager Scott Schulz. Guests present: Several members of the Swim Team.

POOL: A. OLD BUSINESS:

1. Pool: Mayor Danford acknowledged the members of the swim team and asked Dennis to provide an update on the pool. Dennis said we received the permit approval last Friday and the contractor started work Monday morning. If the weather holds, we should be in pretty good shape. Dennis also said we've asked the contractor to complete the work on the main pool as quickly as possible. The current contract completion date is May 15th but with the permit holdup, that may have to be extended. Dennis said a lot of work was done over the winter which included the review of the shop drawings and placing our electric underground. Swim team members asked the Village if there will be an increase/decrease in fees and Mayor Danford said that will be decided during the budget talks. Mayor Danford said at this time, he did not feel there would be any increases in the fees. They also asked if the fees will be prorated if the pool does not open on time and Mayor Danford said that would be considered. Swim team also asked if they would be compensated if they had to go elsewhere to practice if the pool didn't open on time and Mayor Danford said no. John stated we will be dedicating some of our staff to start work on the bathhouse. The swim team asked if a mural could be painted on the inside of the bathhouse and Dennis said we had previously asked Larry Page about that and it never came to happen. He will talk to him again. Mayor Danford suggested we might want to start building a fund for future liner repairs. Trustee Matchett suggested we talk to the Dept. of Health to make sure we can still open the main pool if the work on it is completed and the baby pool is still under construction. Swim team asked to be advised of updates and Dennis said we will do that.

We have 7 returning lifeguards and have received 5 applications for new lifeguards. Scott would like to have 12 guards and feels comfortable hiring the new applicants. The committee agreed to keep the pay for the managers and returning lifeguards in line with the pay increases for the Village employees.

Trustee Rita Baker motioned to recommend to the full Board Christopher Alt, Schuyler Czech, Ryan Price, Blake Ragland and Neal Schaller be hired as new lifeguards for the 2012 pool season at \$8.25 per hour; returning lifeguards Caroline Bircher, Dillon Czech, Amy Fournie, Hannah Lanter, Kaylyn Nation, Taylor Richards and Tanner Ross receive a 17¢ per hour increase, and pool managers Scott Schulz, Darren Pierce and Jillian Rouse receive a 2% raise and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Street Committee Meeting Minutes
Wednesday, March 21, 2012

Page 1 of 3

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



B. NEW BUSINESS:

1. Carl Barton PTO Spring Carnival: The carnival will be held in May and we normally donate a 10-day pass to the pool.

Trustee Rita Baker motioned to recommend to the full Board one 10-day pool pass be donated to the PTO Carnival and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

STREETS: A. OLD BUSINESS:

1. Approval of February 15, 2012 minutes: *Trustee Rita Baker motioned to approve the February 15, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

2. Safe Routes to School: Dennis needs to talk with Trustee Smith to find out if the engineering costs were included in the application. We also need to set up a meeting with IDOT. Dennis said an engineering decision needs to be made and further said he has no questions on the expertise of either Rhutasel or TWM to do the project. Trustee Matchett asked for a proposal from Rhutasel.

3. 709 Saxony lane request for culvert: Nothing new.

4. Welcome to Freeburg sign: John will try to get some pictures for next meeting.

5. MFT: Dennis said MFT has been approved and he will contact IDOT to get a bid date scheduled.

6. Vacation of streets by high school: Item can be taken off the agenda.

7. Procedure to Request Flags to be Displayed: Nothing new.

8. Drainage Problem Areas: John said Netemeyer is doing quite an extensive job trying to figure out where all water comes from that drains under the railroad tracks. John said our guys have been working on Alton, Dewey and Temple Streets.

9. Shady Lane Dispute: Dennis met out at Rhutasel's with Gale, the Lucketts and the other party involved. Dennis said we own a 30' strip back to the cemetery and also the cemetery. Gale located the 4 stones that would show the cemetery is 2 acres but deeds found reflect the cemetery is either 1.6 or 2 acres. It was determined that Lockett's shed is on our property and should be moved. Dennis will go through all of the information and bring it to next month's meeting along with a copy of the drawing.

10. Ditch behind home at 606 W. High: John has the concrete from the pool and has this on his list to do.

11. Lobby painting: Julie said we will start working on this soon.

12. New fogger purchase: John said he is getting another quote but this has been put into the budget.

13. Spring Clean Up April 20th - 23rd: The dates have been set and John has set up a meeting with Waste Management two weeks prior to review everything. Last year went pretty smoothly and we hope for the same this year.

14. Lighting along Westview Drive: John said there is not a good pole to light the area on the curve. They had planned to go underground on Westview so they will set a pad out there and complete this over the summer.

B. NEW BUSINESS:

1. Summer Hire: Dennis said we have put more money in the budget for temporary help since that has been able to help cut down on overtime. John said the guys we had worked out really well last year. John would like to hire them now and be able to use them at the pool and other projects.

Trustee Mike Blaies motioned to recommend to the full Board we hire David Beshears and Tony McDonald as temporary help at \$8.17 per hour and Trustee Rita Baker seconded the motion. All voting aye, the motion carried.

2. Area Agency on Aging Request: We received a request for them to solicit donations on May 5, 2012 at Route 15 & Apple Street from 9:00 a.m. - 3:00 p.m.

Trustee Rita Baker motioned to recommend to the full Board the Area Agency on Aging's request to solicit donations on May 5, 2012 be approved and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

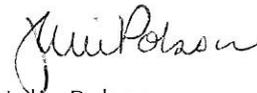
3. Round Table Design Request: Dennis said this was an unsolicited marketing proposal offering to go after an ITEP grant like Rhutasel did for the Westview Drive project. The committee agreed we would prefer to stay with a local firm if we pursued a future grant.

Dennis brought up the grass mowing contract and said we met with KMK Lawns this week. they would like to renew the contract and only raise their fee by \$75 to help cover the rising gas costs. Dennis told KMK we are absolutely pleased with the work they do and will take it to the committee meeting for discussion. Mayor Danford said he has had people approach him about bidding this out. Trustee Blaies suggested we put language in the bid request that we have the right to reject the lowest bid if it is not in the best interest of the Village to accept it.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: See above.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 7:40 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*


Julie Polson
Office Manager

MAR 19 2012

Senior Citizens of Freeburg IL.

◆ 308 West Apple Freeburg IL. 62243◆ ◆Meets the second Wednesday of each month 6 PM
◆ Freeburg Township Building. ◆

Village of Freeburg Street Committee

16 March 2012

From: Senior Citizens of Freeburg

Subject: Request Approval to display Senior Citizens sign & Post

The Senior Citizens of Freeburg wishes to display (2) Senior Citizens signs on or near the current Village signs on Route # 15 north and south it currently does not have any signs displayed in the Village that shows the organization exist in the Village of Freeburg. It is our hope that it will bring light to the Senior Citizens presence in Freeburg and allow us to continue to grow in membership and continue to assist and support our Seniors in the community.

All materials and labor to construct/ attach/ erect the signs will be provided by the Senior Citizen members at no cost to the Village of Freeburg. Signs will have the approved Senior Logo emblem and will be 18" in diameter.

The sign can be attached to the current structure and or adjacent to on a steel post, not to block or obscure the Village sign and the other organizational signage.

If you have any questions regarding this matter please contact Terry W Hergenroeder Sr. at 618-539-0039 or 618-304-5986



Terry W Hergenroeder Sr. (Secretary)

Freeburg Senior Citizens

Lois Ann Demond (President)

Phone #:

1

Terry Hergenroeder (Secretary)

Phone #: 618-539-0039

Email: twhergen@msn.com



Lawn Care Evaluation & Estimate

13 Commerce Drive
 Freeburg, IL 62243
 (618) 539-9811



Home: 539-5705 Cell: _____

Subdivision: _____
 Source: _____

Village of Freeburg
 Village Hall
 Julie

Date: 4/14 Analyzed by: Scott Lawn Measurements Front _____ Back _____ Left Side _____ Right Side _____ Other _____ Total Sq-ft 100,000 2 1/2 acres	Lawn Attributes Turf Type <input checked="" type="checkbox"/> Fescue, Tall <input type="checkbox"/> Fescue, Fine <input type="checkbox"/> Bluegrass Turf Density <input type="checkbox"/> Bare <input type="checkbox"/> Thin <input checked="" type="checkbox"/> Average <input type="checkbox"/> Paradise Lawn Light Density <input checked="" type="checkbox"/> Full Sun <input type="checkbox"/> Partial Sun <input type="checkbox"/> Heavy Shade Turf Conditions <input type="checkbox"/> New Lawn <input checked="" type="checkbox"/> Compacted Soil <input type="checkbox"/> Drainage Issues <input type="checkbox"/> Erosion Issues <input type="checkbox"/> Pet Damage <input type="checkbox"/> Too Much Moisture <input type="checkbox"/> Adequate Moisture <input type="checkbox"/> Dry / Stressed	Grassy Weed Report Annuals <i>last year</i> <input type="checkbox"/> Annual Bluegrass <input type="checkbox"/> Crabgrass <input type="checkbox"/> Goose Grass <input type="checkbox"/> Yellow Foxtail Perennials <input type="checkbox"/> Creeping Bentgrass <input type="checkbox"/> Nimbwill <input type="checkbox"/> Quackgrass <input type="checkbox"/> Coarse Fescue <input type="checkbox"/> Bermudagrass <input type="checkbox"/> Zoysiagrass Insect / Pest Report Most Common Turf Feeding Insects <input type="checkbox"/> Billbugs <input type="checkbox"/> Grubworms <input type="checkbox"/> Armyworms <input type="checkbox"/> Sod Webworms <input type="checkbox"/> Green Bugs <input type="checkbox"/> Chinch Bugs <input type="checkbox"/> Leafhoppers <input type="checkbox"/> Cutworms Most Common Turf Damaging Pests <input type="checkbox"/> Moles <input type="checkbox"/> Squirrels <input type="checkbox"/> Voles <input type="checkbox"/> Ground Squirrels <input type="checkbox"/> Birds <input type="checkbox"/> Crayfish <input type="checkbox"/> Raccoon <input type="checkbox"/> Canada Goose <input type="checkbox"/> Skunk
Landscape Weed Control (4-Treatment Program) Remaining Treatments This Year _____ Cost per Treatment _____ Other Beneficial Services <input type="checkbox"/> Deep Root Fertilization	Disease Report Preventative & Curative Treatments Available <input type="checkbox"/> Brown Patch <input type="checkbox"/> Fairy Ring <input type="checkbox"/> Mushroom <input type="checkbox"/> Powdery Mildew <input type="checkbox"/> Red Thread <input type="checkbox"/> Seed Decay <input type="checkbox"/> Zoysia Patch <input type="checkbox"/> Heilmithosporium <input type="checkbox"/> Leaf Spot <input type="checkbox"/> Summer Patch / Necrotic Ring Spot <input type="checkbox"/> Dollar-Spot <input type="checkbox"/> Leaf Smut <input type="checkbox"/> Pink Snow Mold <input type="checkbox"/> Pythium Blight <input type="checkbox"/> Rust <input type="checkbox"/> Slime Mold	Broadleaf Weed Report <input type="checkbox"/> Weed Free Paradise Lawn <input type="checkbox"/> Average Lawn with typical amount of Broadleaf Weeds <input checked="" type="checkbox"/> Below Average Lawn with extensive amount of Broadleaf Weeds <input type="checkbox"/> Predominant amount of Broadleaf Weeds
Lawn Mowing Service (Trimming, Edging & Clean-up of Driveways Included) Price per Cut _____	Pest Control Solutions (Pricing per Treatment) Perimeter Pest Control (Exterior of Home) _____ Total Lawn Pest Control _____	Additional Services Offered <input type="checkbox"/> Mole Control <input type="checkbox"/> Core Aeration <input type="checkbox"/> Soil Analysis <input type="checkbox"/> Round-up <input type="checkbox"/> Broadcast Seeding <input type="checkbox"/> Power/Silt Seeding

Ask how to save 10% Committed to providing members of our community with the highest quality services and results.....**GUARANTEED!**

Comments: Great time to control weeds

--- Thanks ---



COMMERCIAL SERVICE AGREEMENT

Branch Address:
 Branch: Collinsville 5023
 Phone Number: 618-345-2774
 Email: scottthompson@trugreenmail.com
 Address Line 1 100 Green Park Dr.
 Address Line 2
 City Collinsville State IL Zip 62234

Property Address:
 Name: *Village of Freeburg*
 Contact Name: *Julie Polson* Phone Number: *618-539-5705*
 Email:
 Address Line 1 *14 Southgate Center*
 Address Line 2
 City *Freeburg* State *IL* Zip *62243*

Bill To:
 Name:
 Contact Name: Phone Number:
 Email:
 Address Line 1
 Address Line 2
 City: State Zip

LAWN CARE SERVICES

TREE AND SHRUB CARE SERVICES

TREATMENT	DESCRIPTION/As Needed	COST	TREATMENT	DESCRIPTION/As Needed	COST	
APPLICATION 1	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • CRABGRASS CONTROL • 		APPLICATION 1	<ul style="list-style-type: none"> • SUPERIOR HORTICULTURE OIL • • • 		
APPLICATION 2	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • CRABGRASS CONTROL • 	315	APPLICATION 2	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION • • • 		
APPLICATION 3	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • • 	315	APPLICATION 3	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL • • 		
APPLICATION 4	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • • 	315	APPLICATION 4	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL • • 		
APPLICATION 5	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • • 	315	APPLICATION 5	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL • • 		
APPLICATION 6	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • • 	315	APPLICATION 6	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION • • • 		
APPLICATION 7	<ul style="list-style-type: none"> • FERTILIZATION • WEED CONTROL • • 	315	APPLICATION 7	<ul style="list-style-type: none"> • SUPERIOR HORTICULTURE OIL • • • 		
ANNUAL LAWN CARE COST:			\$1890	ANNUAL TREE/SHRUB CARE COST:		

ANNUAL LAWN CARE COST: \$1890

ANNUAL TREE/SHRUB CARE COST:

BENEFICIAL SERVICES

BENEFICIAL SERVICES

DESCRIPTION/As Needed	COST	DESCRIPTION/As Needed	COST
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

ANNUAL BENEFICIAL SERVICES COST:

ANNUAL BENEFICIAL SERVICES COST:

TOTAL SALES TAX:

TOTAL SALES TAX:

TOTAL ANNUAL LAWN CARE SERVICE COST: \$1890-

TOTAL ANNUAL TREE/SHRUB SERVICE COST:

COMMENTS: *Treat front, left to end of dumpster bin, Rt to parking lot, + back to utility boxes by houses in rear.*

COMMENTS: *10% discount for prepayment*

Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen's services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. Notice. All notices as required under this Agreement shall be made to:

Customer: X

TruGreen: SCOTT THOMPSON

18. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

19. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

20. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

21. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership

By: [Signature]
REPRESENTATIVE GENERAL MANAGER

Date: 3/4/12

Print Name: X
AUTHORIZED AGENT/CUSTOMER

Customer Signature: X
AUTHORIZED AGENT/CUSTOMER

Date: X