VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mike Blaies
Ray Matchett, Jr.
Lisa Meehling
Denise Albers
Michael Heap
Bob Kaiser

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Heinz Kuenster Keck Brown, P.C.

IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673
Join URL: https://us02web.zoom.us/j/4478727673
We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

June 14, 2021
NOTICE
MEETING OF THE PUBLIC PROPERTY COMMITTEE
(Streets/Municipal Center/Pool/Parks & Recreation)
(Matchett/Albers/Heap/Kaiser)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, June 16, 2021 at 6:00 p.m.**

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

A. Old Business
B. New Business

****

A. Old Business
   1. Approval of May 12, 2021 Minutes
   2. E. Apple Proposed Repair
   3. Drainage Problem Areas/Stormwater Run-Off
   4. Customer Issues
   5. MFT – TWM Invoice #69787 in the amount of $780.50
   6. Surplus 2 N. Railroad HVAC
   7. RFQ for Streets
   8. Grade School Crosswalk

B. New Business
   1. IDOT Traffic Signal Master Agreement
   2. A 4-way stop sign request at the intersection of Apple St./Vine St.
   3. Executive Session to Discuss Collective Negotiating Matters between the Public Body and its Employees or their Representatives, 5 ILCS 120/2-(c)5

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)]; real estate transactions [5 ILCS, 120/2-(c)(5)] or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2-(c)(5)].

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Seth Speiser

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Albers/Heap/Kaiser)
Wednesday, May 12, 2021 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:29 p.m., on Wednesday, May 12, 2021, by Chairman Ray Matchett via Zoom. Members present via Zoom were Chairman Ray Matchett, Trustee Denise Albers, Trustee Mike Heap, Trustee Bob Kaiser, Mayor Seth Speiser (Village Hall), Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Lisa Meehling, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Zoning Administrator Matt Trout (Village Hall), Village Attorney Fred Keck, Village Administrator Tony Funderburg and Office Manager Julie Polson. Village Hall was open to the public, and there were no guests present: Guest present via Zoom: Janet Baechle.

POOL: A. OLD BUSINESS: None.

B. NEW BUSINESS:

1. Pool Staffing – Hire Page Lee, Ella Lee, Jacob Carmack and Alaina Levy: Julie advised Page and Ella are returning lifeguards, and Jacob and Alaina are new lifeguards.

Trustee Denise Albers motioned to recommend to the full Board Page Lee and Ella Lee behired as returning lifeguards, and Jacob Carmack and Alaina Levy be hired as new lifeguards at a rate of $11.00 per hour and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

2. Pool Pass Sale: Village Administrator Tony Funderburg advised the daily session passes will be sold on May 24th and May 25th at 10:00 a.m.

Public Works Director John Tolan said our crews are out working, and the pool will be filled on Sunday and Monday.

STREETS: A. OLD BUSINESS:

1. Approval of April 14, 2021 Minutes: *Trustee Denise Albers motioned to approve the April 14, 2021 minutes and Trustee Bob Kaiser seconded the motion.* All voting yea, the motion carried.

2. E. Apple Street Proposed Repair: Nothing new to report.

3. Drainage Problem Areas/Stormwater Run-Off: John advised they are working on a few culverts, and also the washout on Wolf Road.

4. Customer Issues: John said we continue to work on work orders, one crew is patching and preparing streets for MFT, the other crew is at the pool. When they are done there, they will go back to sidewalks.

5. MFT – TWM Invoice #69401 in the amount of $764.00: John confirmed we have approved the MFT bids. He will look to get dates set late summer.

Trustee Denise Albers motioned to recommend to the full Board TWM Invoice #69401 in the amount of $764.00 for payment and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

6. Surplus 2 N. Railroad HVAC: Trustee Matchett reported he is working with John to get him the information he needs for the HVAC bid.

7. RFQ for Water/Sewer/Streets: Discussed in the Public Works committee meeting.

John stated the sidewalk replacement on the north side of E. High is complete along with a few other areas. They will now work on the side of E. High St. They are also grading, ditching and correcting drainage during the sidewalk replacement. It has turned out very nice, and the guys are doing a very good job. We will also mulch around the village park and village hall. Weed and mosquito spraying will begin in the next couple weeks. John advised Burns & McDonnell previously worked on the MS4 storm water permit waiver. They completed the recent request for a continuation of the wavier and have received a verbal approval of our request.

B. NEW BUSINESS:

1. Grade School Crosswalk: Tony reported we have residents talking about issues with the grade school crosswalk. Tony's recommendation is to move the crosswalk to the west on the other side of the Library entrance.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Bob Kaiser motioned to adjourn the meeting at 6:40 p.m. and Trustee Denise Albers seconded the motion.* All voting yea, the motion carried.

Julie Polson
Office Manager

Invoice

Thouvenot, Wade, & Moerchen Inc.
Exceptional Service.
Nothing Less.

John Tolan
Village of Freeburg, IL
14 Southgate Center
Freeburg, IL 62243

May 31, 2021
Project No: T32210183
Invoice No: 69787

Project T32210183 2021 MFT Program - Freeburg
For professional services rendered including
- Attend bid opening
- Create bid tabs
- Complete IDOT acceptance forms and submittal for approval

Consulting Services from April 22, 2021 to May 15, 2021

Fee

Total Fee	5,129.16			
Percent Complete	30.1121	Total Earned	1,544.50	
		Previous Fee Billing	764.00	
		Current Fee Billing	780.50	
		Total Fee		**780.50**
			Total this Invoice	**$780.50**

RECEIVED
JUN - 7 2021

June 9, 2021

Re: Request for Qualifications (RFQ) Municipal Engineering Services

Your firm is invited to submit a Statement of Qualifications to become eligible for a possible interview for professional engineering services related to storm water management, MFT related items and street improvements, design and construction phase services for the Village of Freeburg Illinois.

Attached to this letter are:

1. A list of information that should be included with your Statement of Qualifications.
2. A general definition of the preliminary scope of work.
3. A schedule of dates and requirements for the selection process.

For firms that are selected for an interview, a tour of the facility and site will be arranged. Your letter and Statement of Qualifications, with five copies, should be received no later than 4 p.m. on Friday, July 29, 2021.

The envelope should be addressed to:

Village of Freeburg
Freeburg RFQ
14 Southgate Center
Freeburg, IL 62243

Tony Funderburg
Village Administrator

REQUEST FOR QUALIFICATIONS (RFQ) MUNICIPAL ENGINEERING SERVICES
Village of Freeburg, IL

Response Due Date: July 29, 2021, 4:00 p.m.

Send Sealed Qualifications to:
Village Administrator Tony Funderburg

Introduction

The Village of Freeburg (Village) is soliciting proposals for an Engineer of Record (Village Engineer/Engineers) to provide engineering services as an independent contractor to the Village. Services typically conducted by the Village Engineer include, but are not necessarily limited to the items listed.

Work shall be provided to Village on an as-needed basis, as authorized by the Village Administrator or the Village Administrator's designee. Proposers shall be licensed to practice engineering in the State of Illinois. The Village will consider proposals from engineering firms as well as individual engineers.

Background

The Village of Freeburg, St. Clair County, Illinois, population 4,354, is located 24 miles southeast of St. Louis, Missouri. The village has a trustee form of government with a mayor and six trustees who meet twice a month.

The selected consultant will work under the direction of the Village Administrator. Through the Public Works Department, the Village owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for Village Parks and general Village owned buildings.

More information regarding the Village of Freeburg in general can be found at www.freeburg.com.

Schedule

The Village anticipates the following general timeline for its selection process. The Village reserves the right to change this schedule.

Dates:

June 19, 2021	Letter requesting Statement of Qualifications mailed to interested and invited firms.
July 27, 2021	Letters and Statements of Qualifications due.
August 15, 2021	Develop shortlist of 3-5 firms selected for interviews.

	Selection should be made based on qualifications, references and compatibility with project.
August 16, 2021	Memo mailed to shortlisted firms advising date for interviews and pre-interview tour of site and/or facilities, along with criteria to be reviewed during the interview.
August 16, 2021	Memo sent to all firms, excluding shortlist firms, informing them of firms to be interviewed and expressing appreciation for their interest.
September, 2021	Schedule interviews for shortlisted firms at times and locations previously communicated. The best firm for the project to be selected, based on qualifications.
September, 2021	Contract with selected firm is negotiated and implemented.
September, 2021	Memo mailed to all firms interviewed, indicating the results of interviews and expressing appreciation for their involvement.

Scope of Services

The following statement of work describes the ongoing services that the engineering firm shall provide to the Village of Freeburg. These services are contracted on an on-call basis. The Village will compensate the Engineer of Record for general engineering services based on standard hourly rates and a fee schedule. It is expected that the Engineer of Record will be available on a daily basis for consultation.

The scope of services for the Engineer of Record may include, but is not limited, to the following.

- Assist with budgeting, planning, and rate studies.
- Roadway reconstruction, storm management design, and MFT related items.
- Assist the Village staff as needed.
- Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications.
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure.
- Work with Village staff to review or complete federal, state or county permits, applications, or agency notification.
- Work with Village staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Serve as the Village's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the Village for approval. This includes land development projects such as subdivisions or site-specific developments.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and Village requirements and sound engineering practices.

- Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by the VILLAGE ENGINEER.
- Attend pre-application, construction, Combined Planning and Zoning Board meetings, Village Board or other meetings as requested by the Village.
- Provide detailed design and construction specifications for successful bidding and construction coordination of Village street improvement and maintenance projects.
- Provide various construction services for selected Village street, storm water and MFT projects; e.g. project management, engineering design, pre-qualification, preparation of bid documents, solicitation, procurement and construction observation.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the Village.

For special projects, the Engineer of Records shall provide a work order upon written request from the Village. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Special projects may include, but are not limited to, design of Village owned public works facilities including streets, water, sewer, storm drainage facilities, and Village owned parks and buildings.

Proposal Submittal and Due Date

Proposers shall provide 10 hard copies plus one electronic version (.pdf format) of proposer's proposal in a sealed envelope clearly marked: "Confidential: Village of Freeburg Village Engineer of Record Proposal".

Proposals shall be submitted by 4:00 p.m. on October 20, 2021 to:

Tony Funderburg, Village Administrator, Village of Freeburg
14 Southgate Center Freeburg, Illinois 62243

The Village of Freeburg assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non- responsive.

Inquiries

Questions concerning this RFP should be submitted to:
Village of Freeburg
Engineer of Record RFQ
14 Southgate Center
Freeburg, IL 62243
(618) 539-5705
Email: tfunderburg@Freeburg.com

Reservation of Rights

The Village reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the Village and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by Village in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the Village's sole judgment, it is in the Village's best interest to do so; and 7) request any additional information Village deems reasonably necessary to allow Village to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

Proposal Contents

Proposals shall be limited to no more than 20 single-sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.

Proof of Insurance of $2 million professional liability insurance and $2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.

A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)

A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

Confirmation that the proposer is a civil engineer licensed to work in the State of Illinois.

An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the Village. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of professional engineering services to any private property owner or developer within the Village's jurisdictional boundaries.

All Qualifications must be signed by an authorized official. Qualifications that contain omissions, erasures, alterations, or additions not called for, conditional or alternate cost Qualifications unless called for, or that contain irregularities of any kind may be rejected.

Firm Description

A title page that includes the following information: name of Firm, mailing address, telephone number, fax number, e-mail address, name of contact person, location of branch offices, if any. Provide a brief history of the Firm.

Indicate if your Firm, ownership, management or employees have ever been involved in litigation or had complaints filed for improper practices with the Illinois Department of Professional Regulations or any other state or federal regulatory authority? Please explain.

Project Team

Names and qualifications of specific project staff who are qualified to act in the primary and supporting roles. Also provide a brief description of relevant projects in which the staff has played a central role. Provide an organizational chart clearly delineating individual responsibilities.

Experience

A description of experience and expertise in providing engineering services for similar communities with experience in water, sewer, streets, storm water, parking lots, and general municipal engineering services.

Completed Work References

Provide three (3) municipal references including current contact name and phone number where the Firm provides similar services.

Exceptions

Indicate any exceptions taken to the terms and conditions, contractual, and other requirements defined in the RFQ. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternative language acceptable to the Firm. Alternative language is subject to negotiations and/or approval.

Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, and stormwater, including operations, construction and maintenance of the Village's current systems.

Public Records

All proposals submitted are the property of the Village of Freeburg, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after Village has awarded and executed an Engineer of Record Contract. Thereafter, except for information marked "Proprietary", all documents received by Village shall be available for public disclosure. The Village will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Illinois Public Records law.

Costs

Proposers responding to this RFP do so solely at their own expense.

Minimum Qualifications

The Village will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Illinois.
- Ability to provide the engineering work needed by the Village to the standards required by the Village, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

Selection

Selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the Village and selected candidate enter into contract negotiations for the price of the services.

The evaluation committee will consist of 3-4 members. The Village reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee shall recommend a firm to be appointed as Engineer of Record.

If the Village does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the Village will begin negotiating a contract with the highest ranking candidate. The Village shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the Village, and any other provisions the Village believes to be in the Village's best interest to negotiate.

If the Village and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Village, the Village shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Village may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Village terminates this RFP.

It is the desire of the Village to have a new engineering contract in place no later than November 6, 2021.

Contract

The Village desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the Village chooses to negotiate, in Village's sole discretion.

The Village anticipates payment for services on an hourly basis. However, the Village will also consider alternative proposals. The Village reserves the right to negotiate a compensation package that is fair and reasonable to the Village, as determined solely by Village.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The Village of Freeburg is an Equal Opportunity/Affirmative Action Employer
Women, Minorities and Disabled Persons are encouraged to apply

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

Evaluation Criteria

Firms will be evaluated and ranked by the Village based on the following:

1) Responsiveness to submission requirements
2) Qualifications of the Firm
3) References
4) Ability to provide services as stipulated in the RFQ

The Village reserves the right to undertake such investigations as it deems necessary to verify qualifications.

Confidentiality

The Public Works Director and Village Attorney shall examine the Qualifications to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of contract by the Village, all responses, documents and materials submitted by the Firm pertaining to this RFQ will be public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation and innovations developed as a result of these contractual services shallbecome the property of the Village. Based upon the public nature of these RFQ's, a Firm must inform the Village in writing of the exact materials in the offer which cannot be made part of the public record in accordance with the Illinois Freedom of Information Act.

Julie Polson

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Saturday, June 5, 2021 9:16 AM
To: Julie Polson
Subject: Submit a Work Order (form) has been filled out on your site.

Your Site has received new information through a form.
Form: Submit a Work Order
Site URL: www.freeburg.com

Name: Peter Matusak
Address:
Phone Number:
Issue/ Request: Would like to have stop signs installed on Apple St at the corner of Apple/ s vine making that intersection a 4-way stop.
People drive too fast when going to and from cemetery road especially during ball season.

Thank you,
Peter

Do Not Click Reply - This e-mail has been generated from a super form.

Illinois Department of Transportation
Office of Highways Project Implementation / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

RECEIVED
MAY 27 2021

May 19, 2021

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

RE: 2021 Traffic Signal Master Agreement

Dear Ms. 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, 2021. Also, please complete any information missing about your village on the fourth page 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 Richard Barbee, Design and Planning Engineer, at (618) 346-3273.

Sincerely,

Keith Roberts, P.E.
Acting Region Five Engineer

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

Attachments

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the **Village of Freeburg** ("GOVERNMENTAL BODY") and the Department of Transportation("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220)and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the 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, which is hereby made a part of this agreement.

2. In furtherance of said interests of, the entities agree:.

    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 DEPARTMENT 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 the attached 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 (Exhibit B) upon agreement by both parties.

    d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. 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. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.

    e. **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.

    f. **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 or Advanced Traffic Management System 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.

g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.

h. **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.

i. **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.

j. **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.

k. **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 Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

l. **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.

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

DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.

n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

    i. Any proposed single expenditure in excess of $10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.

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

    iii. THE 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 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.

    iv. The cost for contracted work will be the actual cost for the contractor. In District Eight, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District Eight's EMC is generally 1 year.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:	For the GOVERNMENTAL BODY:
Regional Engineer	Village Clerk
1102 Eastport Plaza Drive	14 Southgate Center
Collinsville, IL 62234	Freeburg, IL 62243

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE **GOVERNMENTAL BODY:**

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

FOR THE **DEPARTMENT:**

Jose Rios, Regional Engineer, Division of Highways	Phillip C. Kaufmann, Chief Counsel (Approved as to form) By:: _____	Date
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer Date: _____	Joanne Woodworth, Acting Chief Fiscal Officer By: _____	Date
By: _____	Omer Osman, Acting Secretary of Transportation By: _____	Date

EXHIBIT A

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

		% of Maintenance Responsibility			% of Energy Charges Responsibility				
Location	TS #	State	Local Agency	Other	State	Local Agency	Other	Agency Performing Maintenance	Permit #
IL 13/15 & Apple St.	1006	50	50	0	50	50	0	State	
IL 13/15 & Main St./Oak Brook Dr.	1004	50	50	0	50	50	0	State	
IL 13/15 & Market Place Dr.	1008	0	100	0	0	100	0	State	

EXHIBIT B
SHORT FORM
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 and the district special provisions.

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 lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

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 costs of repairing or replacing damaged or missing non-standard IDOT 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 GOVERNMENTAL BODY 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 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 standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

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 GOVERNMENTAL BODY 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 placed 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.

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 the 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.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS
At locations that are a part of a closed loop signal or advance traffic management systems 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. SEMI-ANNUALLY (Every 6 months)

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. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS
Observe the signals at the time of the semi-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 semi-annually.

4. VIDEO DETECTION TESTING
Inspect, maintain, and clean all video detection and surveillance systems semi-annually or as needed, to achieve clean lenses, and adjust for 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. CONTROLLER CHECK
When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

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

6. FUSE AND BREAKER CHECKS
Fuse and breaker checks should occur during the semi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING
Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL 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.

2. CONFLICT MONITOR AND MMU TEST
Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations..

4. PAVEMENT MARKINGS
In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.