

**VILLAGE PRESIDENT**  
Seth Speiser

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies  
Mathew Trout  
Dean Pruett  
Elizabeth Niebruegge

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Tony Funderburg

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
John Tolan

**POLICE CHIEF**  
Stanley Donald

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

June 17, 2013

## NOTICE

### MEETING OF THE PUBLIC WORKS COMMITTEE Trash/Water/Sewer (Pruett/Matchett/Blaies)

A Public Works Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, June 19, 2013, at 5:30 p.m.**

#### PUBLIC WORKS COMMITTEE MEETING AGENDA

- I. Items To Be Reviewed
  - A. Old Business
    1. Approval of May 15, 2013 Minutes
    2. Sewer Project/Phase 1B
    3. Sewer Problem areas
    4. Water Main Extension along Rentchler Road
    5. Budget Billing
    6. Narrowbanding Requirements
    7. Fire Department Hydrant Payment
  - B. New Business
    1. Resident Sewer Back Up
  - C. General Concerns
  - D. Public Participation
  - E. Adjourn

At said Committee Meeting, the Village Board of 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)]; or real estate transactions [5 ILCS, 120/2 - (c) (5)].

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**PUBLIC WORKS COMMITTEE MEETING**  
Trash/Water/Sewer  
(Pruett/Matchett/Blaies)  
Wednesday, June 19, 2013 at 5:30 p.m.

The Public Works Committee Meeting was called to order at 5:32 p.m. on Wednesday, June 19, 2013, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett, Trustee Mike Blaies, Trustee Matt Trout, Trustee Elizabeth Niebruegge, Mayor Seth Speiser (5:57 p.m.), Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Tony Erwin, Mark Ehret and son, Larry Rhutasel, Tim Pruett, Dean Gauch and Janet Baechle.

*Trustee Mike Blaies motioned to amend the agenda in order to hear the public first and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried. Dean Gauch advised the committee he had a sewer backup. Public Works Director John Tolan confirmed there was a blockage in our line causing it to back up into Dean's basement. John said Walden cleaned the line and they will come back later to televise. Dean stated he has sewer backup coverage but doesn't want to take the hit if he files a claim. Dean wants to know if we will pay for the cleaning and damage to his basement. The committee directed Dean to submit his costs to the Village once he has all of the bills.*

## **A. OLD BUSINESS:**

- Approval of May 15, 2013 minutes: *Trustee Mike Blaies motioned to approve the May 15, 2013 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*
- Sewer Project: John said we are close to closing out the first phase since the lagoon and Pitts St. lift station are done. Tim Pruett submitted pay request #4 for Moniger Excavating in the amount of \$132,753. We are still holding a \$26,000 retainer. John brought up the problem at the lagoon which had an approximate cost of \$3500 and Tim said there were some issues on West Street that cost approximately \$3200 so Tim considered it a wash. We still have to make a decision on the \$40,000 the Village is eligible to receive as part of the IEPA loan to cover design engineering costs. Tim roughly figured the IEPA loan with a term of 20 years including the \$40,000 would cost us \$18,500 in semi-annual payments and \$17,300 without the \$40,000 in the loan.

*Trustee Ray Matchett motioned to recommend to the full Board we pay Contractor Moniger Excavating's Pay Request #4 in the amount of \$132,753 and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

Water/Sewer Committee Meeting  
Wednesday, June 19, 2013  
Page 1 of 3

Also included in the packet is a memo from Larry Rhutasel with a summary of the costs involved to reactivate the project to plan for the sewer expansion north of town eventually to the Helms property. We would incur additional engineering costs of approximately \$20,000 - \$25,000 which a significant portion of those costs should be able to be included in the IEPA loan. Larry said he is not sure if we can get the work to provide sewer to Parrish included in the loan. We have to be able to provide justification to IEPA for that. Larry said in order to complete the project, we need to obtain an easement from Helms. Mayor Speiser said he would talk to the Helms about that. Once the easement is secured, Larry can reconfigure the plans and specifications for IEPA. Larry brought up the escrow account for Helms and Administrator Funderburg said we need to determine how many homes constitute a subdivision.

3. Sewer problem areas: John said the sewer was lined under W. Apple. We televised from W. Apple to the sewer plant and did not find any infiltration. We will be televising E. Mill, Pitts and Cedar Lane shortly.
4. Water main extension along Rentschler Road: Tony Erwin, Mark Ehret and son were present at the meeting to discuss this project. Mark said this project was started about a year ago. He said we have the potential to gain 75 additional water customers on Rentschler Road and Covered Bridge. There are about 55 residents in Covered Bridge and 20 on Rentschler Road. They provided a spreadsheet of the estimated costs for the project which total \$650,700. If all 75 residents agree to this, it would cost them \$8676 to gain water. The residents would gain police and fire protection as well as city services. A draft letter was included in the packet that would go out to all of the potential customers asking them to sign the letter if they are interested in moving forward with the improvement. The committee decided to hold a public forum to discuss the matter. As part of the project, we would need a recapture agreement for any resident that wanted to tap into the water line at a future date. Another cost involved in the project would be the easements we need to obtain. John would like to have Rhutasel involved in the project so they could help with flow tests.
5. Budget billing: The guidelines were presented and the committee was fine with them. They did add in a second true-up of the account in October. We will get the budget billing in place before the October billing.

*Trustee Mike Blaies motioned to recommend to the full Board the Village of Freeburg offer budget billing to its residential customers in October of this year and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*

6. Narrowbanding Requirements: John talked to Chad Rhutasel. Chad informed him that they are grandfathered in. Trustee Blaies asked John to confirm this information with ESDA Coordinator Gene Kramer.
7. Fire Department Hydrant Payment: John would like to set up a meeting with everyone in the next two weeks to discuss everything.

**B. NEW BUSINESS:**

1. Resident Sewer Backup: See above.

C. **GENERAL CONCERNS**: None.

D. **PUBLIC PARTICIPATION**: See above.

E. **ADJOURN**: *Trustee Mike Blaies motioned to adjourn at 6:32 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*



Julie Polson,  
Office Manager

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Seth Speiser

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PUBLIC WORKS COMMITTEE MEETING  
Trash/Water/Sewer  
~~(Matter/Speiser/Matchett)~~  
Wednesday, May 15, 2013 at 6:00 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
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The Public Works Committee Meeting was called to order at 5:30 p.m. on Wednesday, May 15, 2013, by Chairman Dean Pruet. Members present were Chairman Dean Pruet, Trustee Ray Matchett, Trustee Mike Blaies, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg, Zoning Administrator Gary Henning and Office Manager Julie Polson. Guests present: Larry Rhutasel, Fred Helms and Dale Helms.

## A. OLD BUSINESS:

1. Approval of April 22, 2013 minutes: Trustee Ray Matchett motioned to approve the April 22, 2013 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Sewer Project: John said Moniger inspected and tested the lines on West Street and everything passed. They are working on the lift stations at the pool and Pitts Street. John is pushing them to get the pool lift station done before it opens.
3. Sewer problem areas: John said we installed a sewer check valve at the Miller residence at 600 S. State St. We took out the old one that was working. We'll come back later and re-seed the area. John said Mr. Miller will be coming back with some more expenses he would like to submit. He has not heard anything from Mr. Harms. John received a call from Mr. Holdener who is looking to get a check valve installed as well. Walden is going to start getting measurements on the Apple Street lining.
4. Water main extension along Rentchler Road: Seth has scheduled a meeting with Mark Ehret and Brian Manion to see what can be done to incorporate the appropriate language needed in the annexation agreement. John would like to see the water main placed out by Jefferson Road. Larry Rhutasel said they did a water study several years ago for that area. Julie will get a copy of the minutes relating to this topic in the trustees' mailboxes.
5. Budget billing: Julie will have the guidelines at next month's meeting.
6. Narrowbanding Requirements: We are waiting on FSH to take care of their system.
7. Fire Department Hydrant Payment: Seth said we aren't getting any money from the Fire Department. John said he wants to sit down with the Fire Department to iron out the issues. One of the issues he would like to discuss is the Fire Department's request to install a tower and antenna at SAVE Site.

Water/Sewer Committee Meeting  
Wednesday, May 15, 2013  
Page 1 of 2

**B. NEW BUSINESS:** John said Chad/FSH is getting their towers inspected and the guy that performs the inspections also videos them. He also vacuums out the towers during the video inspection. John is going to get a price from him to do all three towers.

Seth invited Dale and Fred Helms to see if we can work something out to resolve the situation of providing sewer to their property since the highway has been completed. Dale and Fred feel it would be in their best interests to sit down with the Village and try to work something out. They commented if they lose the appeal, they may want to de-annex from the Village. Larry Rhutasel remarked that the improvements were designed on the basis the property was going to be developed. Dale said they need a guarantee since they had an agreement before and that didn't work out. Larry reminded the committee EPA won't finance a project to nowhere. He suggested establishing an escrow fund as a way to guarantee money would be available to fund the sewer line. Administrator Funderburg said we need to define how many homes make up a subdivision. Julie will get copies of the original annexation agreement to the trustees for their review.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** See above.

**E. ADJOURN:** *Trustee Mike Blaies motioned to adjourn at 6:15 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*



Julie Polson,  
Office Manager

**MEMO**

**TO:** Tony Funderburg, Administrator – Village of Freeburg  
**FROM:** Larry J. Rhutasel, P.E.   
**SUBJ:** Wastewater Collection Project  
**DATE:** May 23, 2013

Following our discussion on the requirements to move ahead with the wastewater collection project, we have prepared a breakdown of things that need to be done by us to get the project to the construction phase. The project may end up as two or three phases, depending upon if IEPA will allow inclusion of the sewer section from the trunk sewer terminal manhole to Old Freeburg Road. If they do not allow us to consider adding that to the project for which they will provide a loan, then there may be three separate portions to the project, two of which may require separate sets of plans and specifications for bidding purposes. If IEPA will allow that section to be included in the loan, then we should be able to use only one set of plans and specifications for bidding. The remaining section would be from Old Freeburg Road to the Helms property. Although this will not be constructed at this time, it will be necessary to have updated cost estimates in order to evaluate the terms of a possible escrow agreement.

Following is a preliminary list of the items that we currently believe will need to be done to move ahead with the project:

**PROJECT PLANNING – REACTIVATION**

- Meetings
- Reconfiguration of remaining projects
- Updating cost estimates
- Consultation with IEPA on permits and financial assistance

**PERMITTING**

- Revise plans and specifications to current project or projects
- IEPA permit for current project or (projects)

**LOAN/FINANCING**

- Continue loan process if new loan application not required
- New loan application if required by IEPA
- Renew signoffs from Ill. Dept. of Natural Resources and Ill. Historic Preservation Agency

**HELMS EASEMENT/AGREEMENT**

- Assist with agreement preparation and negotiations
- Assist with required rate increase amount determination (if needed)

**BIDDING AND AWARD**

- Advertising and contractor meetings and consultation
- Bid evaluation and recommendations
- Coordination with IEPA for final loan agreement

Exactly how much work will be required is indeterminate at this point. However, based on what we perceive may be required at this time we estimate our cost to complete the afore-described functions would be in the range of \$20,000 to \$25,000.

A significant portion of these costs should be able to be included in the loan from IEPA.

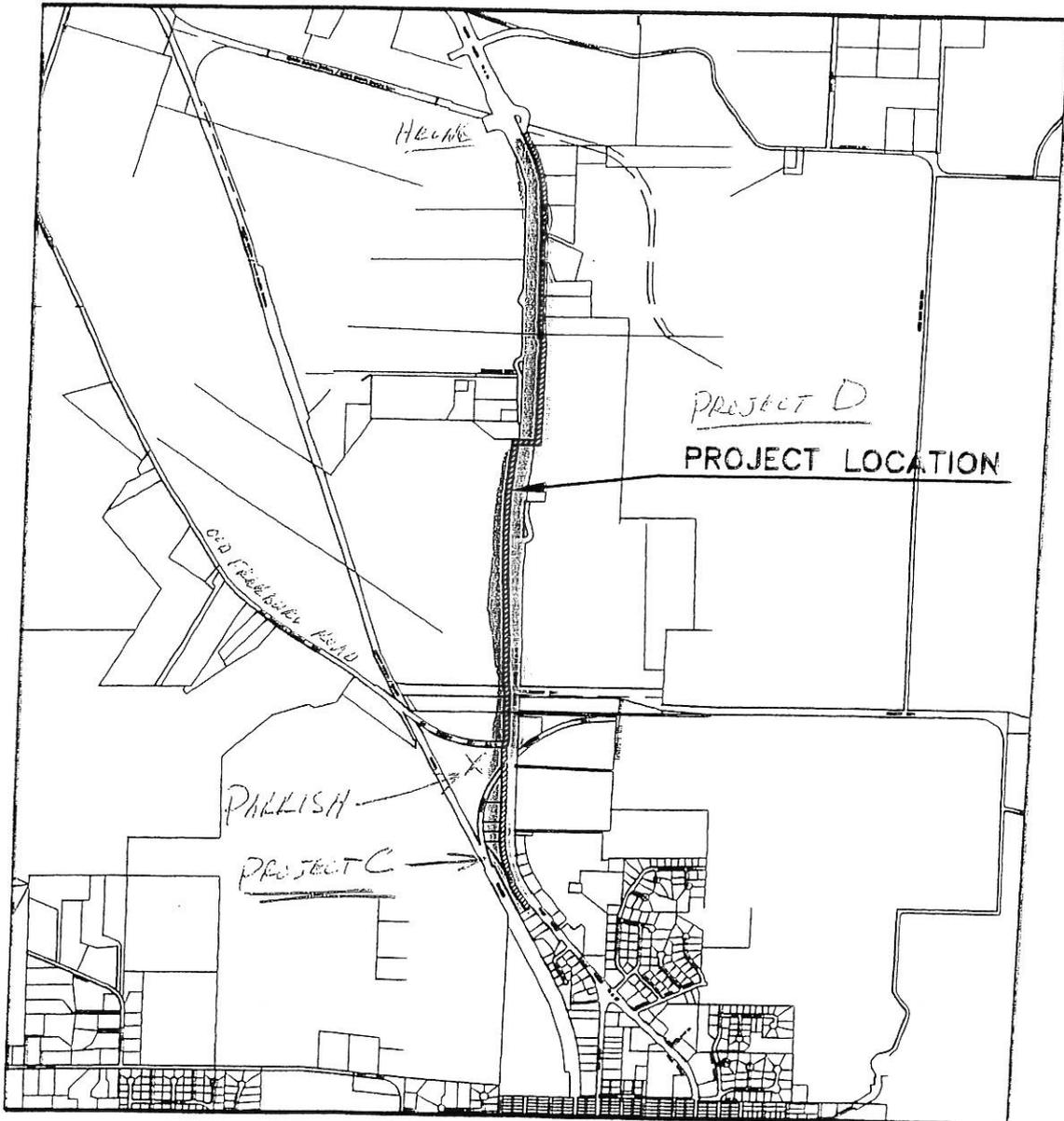
Additionally, once the project or projects have been bid and awarded, there will be additional costs for project inspection and contract administration as the project proceeds. These costs also should be eligible to be included in the IEPA loan.

If you have questions or require additional information, please contact us.



ST. CLAIR COUNTY, ILLINOIS

# SEWER COLLECTION SYSTEM IMPROVEMENTS PHASE 1-A



3.-  
9.-1  
1.

LOCATION MAP

ELECTRIC & WATER  
SANITARY & STORM SEWERS

Village of Freeburg  
14 Southgate  
Freeburg, Il. 62243  
1-618-539-5545

TELEPHONE

AT&T  
203 Goethe St.  
Collinsville, Il. 62234  
1-618-346-6418

GAS

Ameren IP  
1050 West Boulevard  
P.O. Box 428  
Belleville, Il. 62221  
1-618-236-6271

CABLE

Charter Communications  
7645 Magno Drive  
Belleville, Il. 62223  
1-888-438-2427



## RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

CORPORATE OFFICE

4 INDUSTRIAL DRIVE  
FREEBURG, ILLINOIS 62243  
(618) 539-3178

REGIONAL OFFICE

201 SOUTH LOCUST STREET  
CENTRALIA, ILLINOIS 62801  
(618) 532-1992

IL. LICENSE NO. 184-000287

BASE BID SCHEDULE

NO.	ITEM	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
<i>PROJECT A</i>				
<b><u>NORTH TRUNK SEWER EXTENSION</u></b>				
1.	18" Gravity Sewer <10'	<u>\$50.00/LF</u>	1290 LF	<u>\$64,500.00</u>
2.	18" Gravity Sewer 10'-15'	<u>\$60.00/LF</u>	2750 LF	<u>165,000.00</u>
3.	18" Gravity Sewer 15'-20'	<u>\$70.00/LF</u>	350 LF	<u>24,500.00</u>
4.	18" D.I.P.	<u>\$100.00/LF</u>	160 LF	<u>16,000.00</u>
5.	4' Dia. Manhole (<10' Deep)	<u>\$2,250/EA</u>	4 EA	<u>9,000.00</u>
6.	4' Dia. Manhole (>10' Deep)	<u>\$3,000/EA</u>	14 EA	<u>42,000.00</u>
7.	Railroad Crossing - 30" Steel Casing	<u>\$250.00/LF</u>	80 LF	<u>20,000.00</u>
8.	Case III Backfill - (<10' Deep)	<u>\$30.00/LF</u>	400 LF	<u>12,000.00</u>
9.	Case III Backfill - (>10' Deep)	<u>\$50.00/LF</u>	600 LF	<u>30,000.00</u>
10.	Pavement Repair (West Street)	<u>\$25.00/LF</u>	1,000 LF	<u>25,000.00</u>
11.	Seeding	<u>\$10.00/LF</u>	1200 LF	<u>12,000.00</u>

SUBTOTAL NORTH TRUNK SEWER \_\_\_\_\_  
Dollars (\$ 420,000.00 )

BASE BID SCHEDULE

NO.	ITEM	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
-----	------	------------	--------------------	-------------

PROJECT B

**DEERFIELD RELIEF SEWER**

1.	10" Gravity Sewer Directional Bore	<u>\$125.00/LF</u>	930 LF	<u>\$116,250.00</u>
2.	10" Gravity Sewer	<u>\$40.00/LF</u>	62 LF	<u>2,480.00</u>
3.	4' Dia. Manhole (>10' Deep)	<u>\$3,000/EA</u>	2 EA	<u>6,000.00</u>
4.	4' Dia. Set-over Manhole (>10' Deep)	<u>\$4,000/EA</u>	1 EA	<u>4,000.00</u>
5.	Outside Drop Manhole (>10' Deep)	<u>\$4,000/EA</u>	1 EA	<u>4,000.00</u>
6.	Clean, T.V., Line 8" Sewer	<u>\$100.00/LF</u>	60 LF	<u>6,000.00</u>
7.	Seeding	<u>\$10.00/LF</u>	100 LF	<u>1,000.00</u>

SUBTOTAL DEERFIELD RELIEF SEWER \_\_\_\_\_

Dollars (\$139,730.00)

PROJECT C

**MH 317 - OLD FREEBURG ROAD (PAVISH)**

	10" Gravity Sewer (<10')	<u>\$ 35.00/LF</u>	2,350 LF	<u>82,250.00</u>
	4' Dia. Manholes (<10')	<u>\$2,250.00/EA</u>	7 EA.	<u>15,750.00</u>
	Seeding	<u>\$ 5.00/LF</u>	2,350 LF	<u>11,750.00</u>

**TOTAL**

\$109,750.00

**GRAND TOTAL (PROJECTS A, B, & C)**

\$669,480.00

10% CONTINGENCY

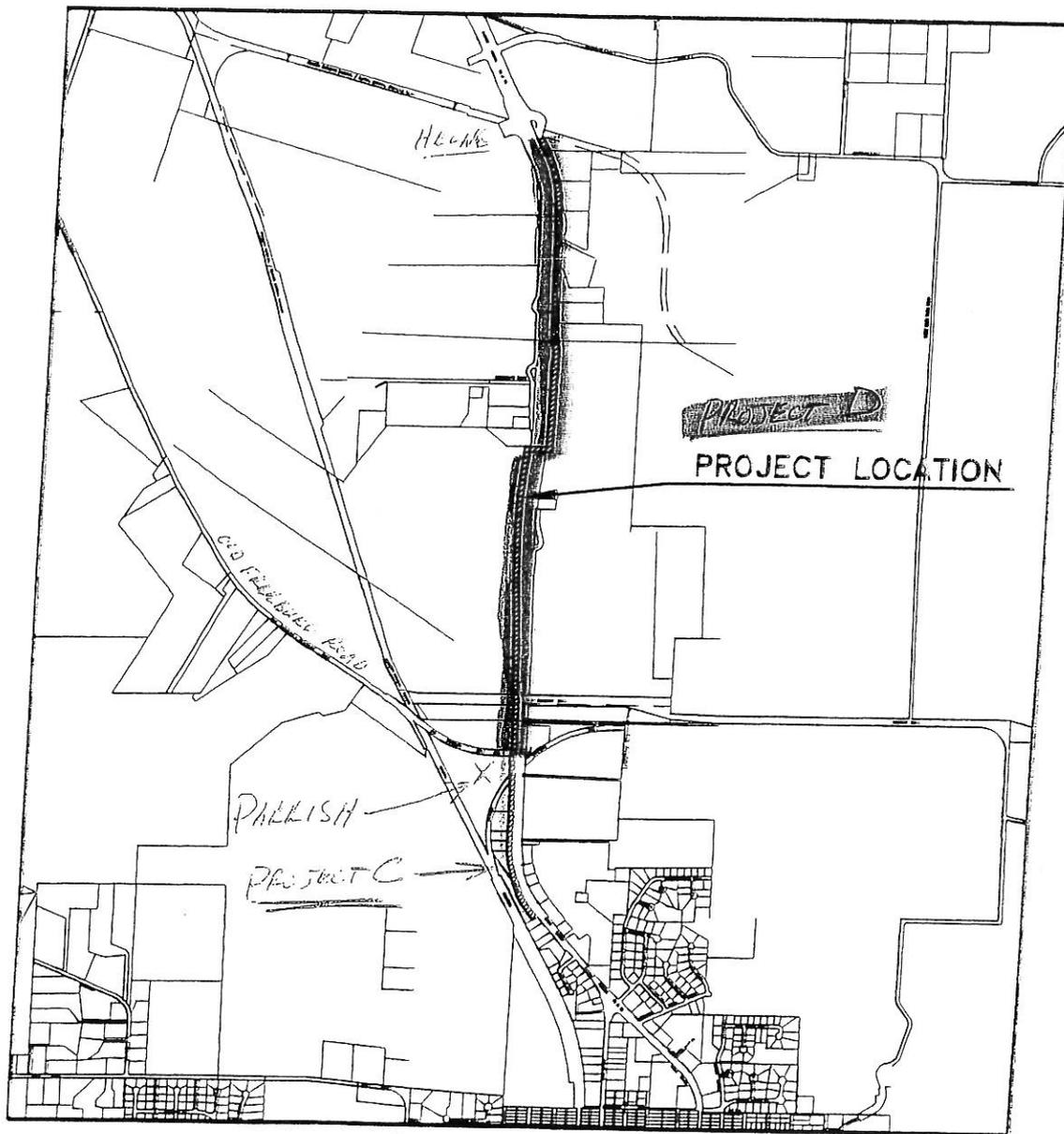
66,948.00

GRAND TOTAL w/ CONTINGENCY

\$736,428

ST. CLAIR COUNTY, ILLINOIS

# WATER COLLECTION SYSTEM IMPROVEMENTS PHASE 1-A



LOCATION MAP

ELECTRIC & WATER  
SANITARY & STORM SEWERS

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GAS

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REGIONAL OFFICE

201 SOUTH LOCUST STREET  
CENTRALIA, ILLINOIS 62801  
(618) 532-1992

IL. LICENSE NO. 184-000287

3.-  
9.-1  
1.

PROJECT D

OLD FREEBURG ROAD TO HELMS PROPERTY

<u>NO.</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL PRICE</u>
	10" Gravity Sewer	\$ 35.00/LF	2,460 LF	<u>\$86,100.00</u>
	8" Gravity Sewer	\$ 30.00/LF	2,242 LF	<u>67,000.00</u>
	6" Force Main	\$ 15.00/LF	3,950 LF	<u>59,250.00</u>
	Manholes	\$2,250.00/EA	14 EA	<u>31,500.00</u>
	County Road Crossing (18" Steel Casing)	\$ 250.00/LF	50 LF	<u>12,500.00</u>
	Highway Crossing (6" Restrained Joint)	\$ 150.00/LF	450 LF	<u>67,500.00</u>
	<b>SUBTOTAL CONSTRUCTION COST</b>			<b><u>\$324,110.00</u></b>
	<b>10% CONTINGENCY</b>			<b><u>32,400.00</u></b>
	<b>ESTIMATED CONSTRUCTION COST</b>			<b><u>\$356,510.00</u></b>



JULIE,  
THE NEXT PAY REQUEST  
WILL BE THE LAST PAY REQUEST  
(JULY 2013). THE VILLAGE IS  
ELIGIBLE TO RECEIVE +/- \$40,000  
FOR DESIGN ENGINEERING REIMBURSEMENT  
THIS WILL BE ADDED TO LOAN  
IF YOU WOULD LIKE IT.

TIM

***"Local Service, Nationwide"***

**Granite City**  
45 Northgate Industrial Dr.  
Granite City, IL 62040  
(618) 452-3353  
Fax (618) 452-3189  
(800) 682-3091

**Lebanon**  
107 South Street  
Lebanon, IL 62254  
(618) 537-2330  
Fax (618) 537-6632  
(800) 555-3604

**Washington**  
115 North Cummings Ln.  
Washington, IL 61571  
(309) 444-3183  
Fax (309) 444-3644  
(800) 322-8404

VILLAGE OF FREEBURG - ILEPA LOAN #L17-3647 COST ALLOCATION 6/17/13

PROJECT BUDGET SUMMARY	IEPA LOAN ELIGIBLE	TOTAL
DESIGN & BIDDING ENGINEERING	\$40,404.00	\$155,400.00
CONSTRUCTION ENGINEERING	\$24,869.00	\$95,650.00
CONSTRUCTION:	\$525,718.00	\$525,718.00
CONTINGENCY	\$15,772.00	\$15,772.00
LOAN APPLICATION	\$0.00	\$10,000.00
TOTALS	\$606,763.00	\$802,540.00

Loan Disbursements	Design Eng	Const Eng	Construction & Contingency	Total
Loan Disbursement #1	\$440.19	\$5,565.00	\$256,740.46	\$262,745.65
Loan Disbursement #2			\$71,606.09	\$71,606.09
Loan Disbursement #3		\$2,810.00	\$34,581.95	\$37,391.95
Loan Disbursement #4		\$5,572.50	\$132,753.00	\$138,325.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$440.19	\$13,947.50	\$495,681.50	\$510,069.19
IEPA Eligible Costs	\$40,404.00	\$24,869.00	\$541,490.00	\$606,763.00

Actual → 262,746.00

Contractors Pay Requests	Construction	Total Const To Date
Moniger Exc #1 12/17/12	\$256,740.46	\$256,740.46
Moniger Exc #2 1/15/13	\$71,606.09	\$328,346.55
Moniger Exc #3 3/20/13	\$34,581.95	\$362,928.50
Moniger Exc #4 6/13/13	\$132,753.00	\$495,681.50
Totals	\$495,681.50	

June 10, 2013

Resident

**RE: Rentchler Road Water Main Extension  
Covered Bridge Subdivision**

Dear Resident,

The Village of Freeburg is considering working with the residents along Jefferson Road and Rentchler Road to provide them domestic water. The residents along the two roads would be responsible for the construction cost for the improvements and the Village of Freeburg would pay for the engineering and the permitting of the proposed water main. Ehret Plumbing Inc and Thouvenot, Wade and Moerchen Inc are working together to finalize costs for both construction and engineering for the water main extension. The water main construction would be divided evenly between all parties along Jefferson and Rentchler Road.

At this time, the Village and the majority of the residents adjacent to Rentchler Road and Jefferson Road have agreed to share in the construction cost to install the proposed water main. If the Covered Bridge residents would agree to share in the cost of the proposed improvements, your shared cost would be from the Save Site to the Covered Bridge entrance. The cost to install water main from Covered Bridge to the north would be shared with the residents outside of Covered Bridge. The cost to install the water main throughout Covered Bridge would be paid by the residents of Covered Bridge. The total footage of water main is as follows:

- Save Site to Covered Bridge – approximately 5,500 feet – This cost would be shared with Rentchler & Jefferson roads and Covered Bridge residents.
- Connection at Rentchler road running throughout Covered Bridge – approximately 10,000 feet – This cost would be shared between residents in Covered Bridge only.
- We estimate at this time the average cost to complete the work above is approximately \$9,500.00 per resident.
- All Village tap fees will be waived for this project, but each resident will have to annex to the Village of Freeburg.

The benefit of these improvements will allow you to have water service at all times including during power outages not to mention fire protection. Please sign below acknowledging if you would be interested in moving forward with the improvements.

We appreciate your cooperation in this matter. If you have any questions regarding the above information, feel free to contact me at your convenience at 618-539-5545.

Respectfully,

Seth Speiser  
Village President

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Ray Matchett, Jr.  
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PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster Law Group, P.C

## BUDGET BILLING APPLICATION

1. You must be a residential customer.
2. Your current bill must be paid in full by the due date.
3. You must have a 12 month payment history at the same location.
4. Two delinquent bills in a 12 month period will automatically disqualify you from the budget billing plan.
5. Your account will be reviewed in March of each year and adjustments either credit or debit will be made to your account interest free.
6. The budget billing plan can be discontinued at either the Village's or the customer's request. Customer will be required to fill out and sign a discontinuation form. If the budget billing plan is cancelled, normal billing will resume within one month and shall include a debit or credit adjustment.
7. The bottom portion of this document must be received at the Village Hall before you can be enrolled.
8. Please contact Village Hall at 539-5545 should you have any questions regarding the Budget Billing Plan.

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Customer information:

Name (as shown on bill): \_\_\_\_\_

Billing Account Number: \_\_\_\_\_

Service address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

I have read and understand the above rules and regulations for the budget billing plan and wish to be enrolled.

Signature \_\_\_\_\_ Date \_\_\_\_\_

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies  
Mathew Trout  
Dean Pruett  
Elizabeth Niebruegge

# VILLAGE OF FREEBURG

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

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## DISCONTINUATION OF BUDGET BILLING PLAN

I wish to discontinue my participation in the budget billing plan. I understand this will be effective with the next billing from the date of this form.

Customer information:

Name (as shown on bill): \_\_\_\_\_

Billing account number: \_\_\_\_\_

Service address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into by and between the Freeburg Fire Protection District and the Village of Freeburg, Illinois pursuant to the provisions of the Illinois Governmental Cooperation Act (5 ILCS 220/1 et seq.) as follows:

1. The Freeburg Fire Protection District is in the process of acquiring radio equipment including radio antennae for the purpose of upgrading its communication system for the handling of emergency dispatching and radio communications for the District in connection with the operation of its Fire Department.
2. The Village of Freeburg has a water storage tower located at the commonly known address of 3001 Save Road, Belleville, Illinois (LAT) (NAD 83): 38-28-32.4N (LONG) (NAD 83): 089-54-13.3W) which can be effectively utilized by the District as the location for the radio antennae to be utilized by the District in connection with the foregoing radio system.
3. The Village of Freeburg has agreed to permit the Freeburg Fire Protection District to install up to 6 antennas on the water storage tower located at the above commonly known address and to install a concrete base and cabinet for the operation of such equipment at the same location and for the installation of electrical service by the District to provide power to the equipment at that location.
4. It is agreed and understood that the District will be allowed to utilize the water storage tower for this purpose subject to payment by the District of a fee of \$1.00 annually.
5. It is agreed and understood that the District's use of the water storage tower and site for its antenna and radio equipment shall not interfere with the Village's use, operation, and maintenance of the tower and site and District will at all times reasonably cooperate with Village as may be required with respect to Village's operations. Village agrees to provide reasonable notice to District of any maintenance or other activities at the water storage tower or site which can be expected to interfere with District's radio communications operations.
6. It is agreed and understood that District's use of the water storage tower for its radio antennae and the site for its radio equipment will be essential to its emergency communications and Village agrees that it will at all times cooperate with District to assure that the District's radio system will remain in operation.
7. It is agreed and understood that Village may also use the water storage tower as the location for radio antennae in connection with its operations and/or it may permit other users to locate antennae on the tower. It is agreed and understood that the parties will cooperate to eliminate any interference which may occur by reason of such multiple uses. In the event that District's antennae are determined to be the cause of interference, it will be responsible for correction of same. In the event that any other use of the water storage tower or site would materially interfere with or prevent the District's emergency radio communications, Village would not allow such use to be made of the water storage tower or site.

8. It is agreed and understood that District will be solely responsible for the care, upkeep, and maintenance of the radio antennae and other radio equipment which it installs at the water storage tower site and for insuring same against casualty as it deems appropriate. Village agrees that District will have access to the water storage tower site on a continuous, around-the-clock, basis in order that it may maintain the operation of the District's emergency radio communications system at all times. District agrees that Village will not be responsible for damage to District's antennae or equipment unless such damage arises from the reckless or intentional act of Village or its officers, employees, or agents. Village will take reasonable steps to assure that third parties using the water storage tower or site or performing work or services thereon will exercise due regard for District's antennae and equipment and District is not, by this Agreement or any of its provisions, waiving any claim that it may have against any such third party for damage to its antennae or equipment.

9. District agrees that it will maintain public liability insurance coverage with respect to its use of the water storage tower and site and will name Village as an additional insured on its liability insurance policy. District will provide coverage with the same limits as apply to its public liability insurance for its general operations. District agrees to indemnify and hold harmless Village and its officers or employees from any third party claim which arises from District's use or occupancy of the water storage tower or site or its operations there. Village agrees to indemnify and hold harmless District and its officers, employees, and agents from any third party claim which arises solely by reason of District's location of its radio antennae and equipment on the water storage tower and site, but which is not the result of any act or omission to act on the part of the District or its officers or employees.

10. The term of this Agreement will be five (5) years commencing \_\_\_\_\_, 2013 (anniversary date) which term will automatically renew for subsequent additional like terms unless notice is provided by either party to the other party not less than twelve (12) months in advance of the five (5) year anniversary date (or any subsequent anniversary date) of the Agreement. The foregoing notwithstanding, it is agreed that should either party determine that District's continued location and installation of its radio antennae or equipment at the water storage tower and site should become impractical, that party may terminate this Agreement upon twelve (12) months' written notice to the other party unless the parties agree to an earlier termination date. Upon termination for any reason as provided in this Agreement, District will remove its radio antennae and equipment at its expense and will repair any damage caused by such removal.

11. Each of the parties agrees that it will cause their respective governing bodies to take such action as may be necessary to approve and implement this Intergovernmental Agreement which will bind and inure to the benefit of the parties.

12. It is agreed that the law of the State of Illinois will apply to the interpretation and enforcement of this Agreement.

13. It is agreed that in the event of a breach of this Agreement by either party, the non-breaching party will give the other party written notice of the breach. If the breach is not cured

or steps taken to cure the breach within a reasonable time (not to exceed 5 days), the non-breaching party may terminate this Agreement by written notice and in that case, the non-breaching party will have no further obligation under the Agreement.

14. The parties agree to do such further, or other, acts or to execute any additional instruments which may be reasonably necessary or convenient to effect the purposes of this Agreement.

In witness whereof, the parties, by their undersigned duly authorized officers, have set their hands and seals the dates below written, the latest of which will be the effective date of this Agreement.

VILLAGE OF FREEBURG, ILLINOIS

BY: \_\_\_\_\_  
MAYOR (VILLAGE PRESIDENT)

ATTEST:

\_\_\_\_\_  
CLERK

DATE: \_\_\_\_\_

FREEBURG FIRE PROTECTION  
DISTRICT

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

DATE: \_\_\_\_\_

6/19/13

Save Road to Cover Bridge Estates (4100' of 8" Pipe, fittings, hydrants) (\$28.00/lf)	\$ 114,800.00
Cover Bridge to Plum Hill School Road (3800' of 8" Pipe, fittings, hydrants) (\$28.00/lf)	\$ 106,400.00
<b>Sub Total</b>	<b>\$ 221,200.00</b>
8" to 10" Difference (1375' of Pipe, Fittings) (\$8.00/lf)	
1375' Extra footage of 10" pipe to run along Jefferson Road and Renchtler Road (\$36.00/lf)	\$ 49,500.00
<b>Sub Total Village of Freeburg</b>	<b>\$ 49,500.00</b>
Cover Bridge Area (10,000' of 8" Pipe, fittings, hydrants) (\$28.00/lf)	\$ 280,000.00
Service per each	\$ 2,800.00
<b>Save Road to Covered Bridge</b>	
\$114,800.00 divided by 75 = \$1530.00 each	
<b>Covered Bridge to Plum Hill</b>	
\$106,400.00 divided by 20 = \$5320.00 each	
<b>Covered Bridge Estates</b>	
\$280,000.00 divided by 55 = \$5090.00 each	
Water Main Save Road to Plum Hill Road	\$ 221,200.00
Village Portion	\$ 49,500.00
Covered Bridge Portion	\$ 280,000.00
Engineering	\$ 100,000.00
<b>Total Amount of Water Main</b>	<b>\$ 650,700.00</b>
<b>Recapture Expense \$650,700.00 divided by 75 = \$8,676.00 each plus tap on fee</b>	