

**VILLAGE BOARD AGENDA  
FOR  
TUESDAY, DECEMBER 13, 2016  
AT  
7:00 P.M.  
151 NORTH MAIN STREET  
GLEN CARBON, ILLINOIS**

**Meeting called to order  
Pledge of Allegiance**

**Roll Call**

**Letters of Interest to the Board/Mayor's Announcements**

**APPROVAL OF PREVIOUSLY REVIEWED MINUTES – NOVEMBER 22, 2016**

**CITIZENS WISHING TO SPEAK BEFORE THE BOARD**

**BUSINESS OF THE MONTH**

**APPROVAL OF MONTHLY EXPENDITURES FOR NOVEMBER, 2016 THE 7<sup>TH</sup>  
MONTH OF THE 2017 FISCAL YEAR IN THE AMOUNT OF \$1,680,023.48**

**MONTHLY TREASURER'S REPORT**

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Request for Exclusion from Garbage Service, Section 4-3-3 © of the Glen Carbon Municipal Code – 325 Deer Run Lane (Dan Smithson) – Trustee Breckenridge/Jamie Bowden, Village Administrator
2. Approval of Rules and Regulations Governing the Use of the Yanda Log Cabin – Trustee Breckenridge/Jamie Bowden, Village Administrator
3. Approval of Rules and Regulations for the Use of Village Owned Facilities – Trustee Breckenridge/Jamie Bowden, Village Administrator
4. Approval of the First Amendment to the Project Funding Agreement with CAPLACO TWENTY SIX, INC. and GLEN CARBON 54 LLC for an Additional \$20,000.00 – Jamie Bowden, Village Administrator/Jim Schrempf, Village Administrator
5. Approval of Final Design Plans for Old Troy Road – Trustee Breckenridge/Jamie Bowden, Village Administrator/Jim Schrempf, Village Attorney
6. Approval of an Intergovernmental Agreement for the Ed-Glen Pool at SIUE for 2017 – Trustee Breckenridge/Jamie Bowden, Village Administrator
7. Approval of Ordinance 2016-45 – An Ordinance Making an Assessment, Levy and Collection of Taxes Within the Corporate Limits of the Village of Glen Carbon, County of Madison, State of Illinois, for the 2016 Tax Year – Trustee Jorja Dickemann/Scott Borrer, Director of Finance
8. Approval of Resolution No. 2016-26 – A Resolution Regulating the Reimbursement of Travel Expenses – Trustee Dickemann/Jamie Bowden, Village Administrator
9. Approval of 2017 Homecoming Budget – Trustee Slemmer/Jamie Bowden, Village Administrator

Executive Session Pursuant to Sections 2C1 – Appointment, employment, compensation, discipline, performance or dismissal of specific employees; 2C2 – Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees, 2C5 – Purchase or lease of real property for use by the public body; 2C6 – Setting of a price for sale or lease of property owned by the public body, 2C11 – Litigation against or affecting or on behalf of the body when the same is pending or there is a specific finding that action is probable or imminent;



## Village of Glen Carbon

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Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

# Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 7, 2016

**Re:** Request for Exclusion from Service (Garbage) Section 4-3-3 (c) of the Glen Carbon Municipal Code – 325 Deer Run Lane (Dan Smithson).

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The Public Service Committee recommended approval of the request (3 ayes, 0 nays).

The Public Service Committee also directed staff to recommend amendments to Section 4-3-3 (c), Collection Requirements.

***Proposed Motion: "To approve the request of Dan Smithson, resident of 325 Deer Run Lane, to be excluded from garbage and refuse service."***



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# Memo

**To:** Public Service Committee Members

**From:** Jamie Bowden, Village Administrator

**Date:** October 27, 2016

**Re:** Request for Exclusion from Service (Garbage) Section 4-3-3 (c) of the Glen Carbon Municipal Code.

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Attached for your review and consideration are the following items:

1. Chapter 3, Garbage and Refuse.
2. September 7, 2016 Smithson correspondence.

I believe we need to verify jurisdiction and carefully consider this request. If there is concern we are setting precedence we need to amend Municipal Code Section 4-3-3 (c) (2).

***Proposed Motion: "To recommend approval of the request to exclude 325 Deer Run Lane (Smithson) from garbage collection service."***

September 7, 2016

Village of Glen Carbon  
Attn: Mayor Robert Jackstadt  
Village Board of Trustees  
Village Hall  
151 N. Main Street  
Glen Carbon, IL 62034

Re: Trash/Sanitation Services

Dear Mayor and Village Board of Trustees;

This letter is to your request your approval to excuse me from the monthly charge for the above noted services at my home at 325 Deer Run Lane, Glen Carbon, IL 62034. Deer Run is a private road back to my home which requires me to haul the trash container down the lane and up the hill to the end of Deer Run to Meridian Road, where it is collected. I am a single 65 year old gentleman who does not have a way to move the trash container. I own my own business and with what little trash I have, I take it to my office to dispose.

Thank you for your consideration.

Sincerely,



Dan Palovick Smithson  
325 Deer Run Lane  
Glen Carbon, IL 62034  
618.444.3163

Cc: Jamie Bowden

## **Chapter 3**

# **GARBAGE AND REFUSE**

### **4-3-1: DEFINITIONS:**

Terms used in this chapter have the following meanings:

**ASHES:** Residue from fires used for cooking and heating of buildings.

**CONTAINERS:** Watertight containers provided by the waste hauler engaged by the village of Glen Carbon to provide automated pick up.

**CONTRACTORS:** Any person, corporation or city, village or incorporated town who may make a contract with the village of Glen Carbon relating to the collection and final disposition of garbage, refuse and ashes pursuant to 65 Illinois Compiled Statutes 5/11-19-1.

**GARBAGE:** Wastes resulting from the handling, preparation, cooking and consumption of food; wastes resulting from the handling, storage and sale of produce.

**REFUSE:** Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture and bedding; noncombustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery and other mineral wastes; street rubbish, including, but not limited to, street sweepings, dirt, leaves, catch basin dirt, and contents of litter receptacles, but "refuse" does not mean earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings. (Ord. 89-62, 11-21-1989; amd. 2001 Code; Ord. 2016-12, 4-26-2016)

### **4-3-2: CONTAINERS:**

To receive the services of waste hauling provided by the village of Glen Carbon, it shall be the responsibility of the occupants of any residential dwelling served by the waste hauler engaged by the village of Glen Carbon to place their secured watertight containers provided by said waste hauler accessible to a public right of way on a collection route serving the residents in accordance with directions conveyed by the approved waste hauler to the occupants on the dates as defined by the approved waste hauler. Secured watertight containers shall be placed at the appropriate right of way location not more than twenty four (24) hours prior to scheduled collection times and returned to a screened area on private property not more than twenty four (24) hours after pick up. It shall be unlawful to place any

garbage, refuse or recycle containers on or near the right of way in violation of the time and place restrictions established by this section. (Ord. 2016-12, 4-26-2016)

#### **4-3-3: COLLECTION REQUIREMENTS:**

A. Collection Schedule: Collections shall be made once each week from a residential unit on a schedule to be mutually agreed upon by the village and the contractor. (Ord. 89-62, 11-21-1989)

B. Collection Charge; Bills For Service:

1. The collection service charge for a residential unit will be determined by the village board as negotiated and reflected in the most current contract for services between the village and the contractor. The fees for service shall be reflected in the contract as a fee charged per home, per month. The collection fee shall include the negotiated fee with the contractor, including garbage and refuse and curbside recycling, plus a processing fee to be determined by the village board.
2. Bills for the collection service will be sent by the village clerk and may be included on or as a part of other billings by the village. When any occupant of any premises fails to pay the fee for removal of garbage, refuse or ashes, the village clerk will notify the occupant of this fact and direct the contractor to refuse further collection until the required fee is paid. (2001 Code)

C. Request For Exclusion From Service:

1. If an occupant of a premises does not desire the collection service, he is to notify the village clerk's office in writing, and his request will be reviewed by the village board for approval or denial.
2. If an owner of an unoccupied premises does not desire the collection service, a written request must be submitted to the village clerk's office. The water usage will be monitored by the billing clerk and the resident will be placed back on collection service if continued water usage is shown. (Ord. 2011-10, 4-26-2011)

D. Exemptions From Collection Services: For the purposes of this chapter, all commercial and industrial enterprises, schools and nonprofit organizations are excluded from the collection services by any contractor under the provisions of this chapter. (Ord. 89-62, 11-21-1989)









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# Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 8, 2016

**Re:** Approval of Rules and Regulations Governing the use of the Yanda Log Cabin

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Attached for your review and approval are the Rules and Regulations Governing the use of the Yanda Log Cabin.

The Public Service Committee recommended approval (3 ayes, 0 nays).

***Proposed Motion: "To approve the attached Rules and Regulations Governing the use of the Yanda Log Cabin."***

## **RULES AND REGULATIONS GOVERNING THE USE OF THE YANDA LOG CABIN**

**1/1/17**

The Yanda Cabin is managed by the Glen Carbon Historical and Museum Commission. The Cabin, located at 148 S. Main Street, is a renovated 1853 log cabin built by William Yanda as a residence next door to his blacksmithing business. The Cabin is a museum with valuable artifacts and must be treated with respect.

The Yanda Log Cabin is available for use by the local community for events of a historic or educational nature. The Cabin, adjacent building, pavilion and public grounds surrounding the cabin are considered part of the Yanda Log Cabin facility. The Cabin is closed and not available for public use during the months of November through March.

### **RESERVATION PROCEDURE**

Reservation forms may be obtained from the Glen Carbon Heritage Museum or the Village Clerk's Office. Once the form is completed the following steps are required to confirm the reservation.

1. Person wishing to reserve the Yanda Log Cabin must be at least 21 years of age to submit an application.
2. The completed application form must be returned 30 days in advance of the event date to the Village Clerk's Office at 151 N. Main Street Glen Carbon Village Hall.
3. If the reservation is approved, a signed copy will be given to the person requesting use of the facility, which will serve as a confirmation of the reservation. Without a signed and approved form, reservations are not considered confirmed by the Historical and Museum Commission and use is not permitted.
4. The person making the reservation must be present at the event as they are the responsible party.

5. The Village of Glen Carbon and the Historical and Museum Commission reserve the right to deny any request for the use of this facility.
6. There is a \$100 deposit fee for the use of the Yanda Cabin. Village Resident will receive full refund upon Museum Commission approval. Non-Residents will receive only \$50 upon Museum Commission approval. The Refund is a that sole discretion of the Museum Commission and or Village.

### RULES AND REGULATIONS

1. An authorized Historical and Museum Commission Member or the Museum Coordinator must be present during the event and to open and close the Cabin.
2. No alcoholic beverages are allowed on the premises and no food or drink is allowed in the cabin.
3. No more than 30 people are allowed in the cabin at one time.
4. No smoking is allowed in the Yanda Cabin or adjacent building.
5. Walking or climbing on the terraced flower garden and rock walls is not permitted.
6. The Yanda Cabin is a museum. No furniture or artifacts are to be moved from their designated places.
7. No tacks, pushpins, tape, staples or adhesive materials of any kind are permitted on the walls, ceiling, floor, furniture or any other part of the Cabin or adjacent building.
8. No lighted and or flaming decorations of any kind are allowed.
9. No fire in the fireplace is permitted.
10. Only handicapped service animals are permitted in the Cabin.
11. Floor must be swept, and all trash bagged and placed in the summer kitchen for pickup.
12. The Yanda Cabin facility must be vacated by 9:00 pm.
13. The Village of Glen Carbon and the Historical and Museum Commission reserve the right to waive the fee on a case by case basis.

14. The Commission reserves the right to consider other uses or events. No one shall utilize the Yanda Cabin for commercial purposes where goods or services are sold or orders are solicited.

**Glen Carbon Historical and Museum Commission**

**Yanda Log Cabin & Pavilion**

**Application for Use**

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

NAME OF ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FUNCTION: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_ TIME REQUESTED \_\_\_\_\_

NUMBER OF PARTICIPANTS: (Maximum 30) \_\_\_\_\_

I understand that I am responsible for any damages that may occur to the Yanda Cabin or grounds while I am reserving it. I further understand that it is unlawful to willfully mark upon, deface, damage, staple or nail any signage or decorative material to any walls, wooden or metal structures at this facility as outlined in Rules and Regulations for use.

**Please Note: This is a Nonsmoking & Alcohol Free Facility**

**Deposit \$100.00**

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

**Please allow 30 days for a response to your request**

**THE VILLAGE OF GLEN CARBON AND THE GLEN CARBON HISTORICAL AND MUSEUM COMMISSION RESERVE THE RIGHT TO CANCEL OR POSTPONE ANY EVENT DUE TO ANY UNFORSEEN CIRCUMSTANCES.**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



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# Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 8, 2016

**Re:** Approval of Rules and Regulations for use of Village Owned Facilities

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The Public Service Committee recommended approval (3 ayes, 0 nays) of the attached regulations for the use of Village owned Facilities.

***Proposed Motion: "To approve the attached Rules and Regulations for the use of Village owned Facilities."***



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# Memo

**To:** Public Service Committee Members

**From:** Jamie Bowden, Village Administrator

**Date:** November 29, 2016

**Re:** Approval of Rules and Regulations for Use of Village Owned Facilities

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Attached for your approval is a copy of updated Rules and Regulations for Village Owned Facilities.

This would apply to all Village owned buildings, with the exception of the Yanda Log Cabin, which will be addressed by the Historical and Museum Commission.

***Proposed Motion: "To recommend approval of the Rules and Regulations for use of Village Owned Facilities."***

## Rules and Regulations for use of Village Owned Facilities

1. The Village *DOES NOT* set up the facility for events. BE SURE THAT ALL FURNITURE AND CHAIRS ARE PLACED BACK IN THEIR ORIGINAL POSITIONS WHEN YOUR EVENT IS FINISHED.
2. Immediate removal of all decorations, containers of refreshments, etc., and disposal of same shall be the responsibility of the person(s) using the facility. Large trash containers are provided.
3. If children attend meetings, please keep them under control.
4. The Village will *NOT BE RESPONSIBLE* for any loss or damage to equipment or materials *OWNED BY* the person(s) using the facility.
5. Persons wishing to reserve the facility *MUST BE 21 YEARS OF AGE* to submit an application; and is required.
6. Cancellation of reservations *MUST BE MADE* within 48 hours of a scheduled event.
7. *NO ALCOHOL* is permitted in building.
8. *NO SMOKING* is permitted in building.
9. Only handicapped *service animals* will be allowed in the facility.
10. ***The facility shall not be utilized for political campaigning or political advocacy. The facility may be utilized by sponsors hosting a non-partisan presentation of political matters such as an opportunity to meet political candidates, debates or informational presentations.***
11. ***The facility will not be utilized for events promoting the sale of products, goods or services.***

BE SURE THAT ALL LIGHTS ARE TURNED OUT

LOCK THE DOORS AND RETURN KEYS

We appreciate your cooperation in the matters listed above.

A/O 11/04/2016 MRM



# Village of Glen Carbon

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## Memo

**To:** Honorable Mayor and Village Trustees  
**From:** Jamie Bowden, Village Administrator  
**Date:** December 8, 2016

**Re:** Approval of the First Amendment to the Project Funding Agreement with Caplaco Twenty-Six, Inc. and Glen Carbon 54, LLC for an additional \$20,000.00.

Attached for your review and approval is the first amendment to the Project Funding Agreement with Caplaco Twenty-Six, Inc. and Glen Carbon 54, LLC.

The following items are attached:

- 1) Project funding agreement.
- 2) First Amendment to agreement.

We have spoken to the developers and they are agreeable to the additional funding.

	<b>Current Exp.</b>	<b>To Date</b>	<b>Anticipated</b>
1) BD Blight Analysis/Plan Economic Dev. Analysis	\$50,000.00	\$ 9,900.00 \$30,000.00	\$20,000.00 \$34,000.00
2) Environmental	\$20,000.00	\$ 0.00	\$20,000.00
3) Legal	\$10,000.00	\$ 5,000.00	\$20,000.00
<b>Total</b>	<b>\$80,000.00</b>	<b>\$44,900.00</b>	<b>\$94,000.00</b>

The agreement has an amended Exhibit "C" totaling \$100,000.00

Staff feels comfortable with the additional \$20,000.00 in funding will provide additional flexibility while vetting out the plan.

**Proposed Motion:** "To approve the First Amendment to the Project Funding Agreement with Caplaco Twenty-Six, Inc. and Glen Carbon 54, LLC."

1<sup>st</sup> AMENDMENT TO PROJECT  
FUNDING AGREEMENT

THIS IS THE FIRST AMENDMENT TO THE PROJECT FUNDING AGREEMENT made and entered into as of the 13th day of December, 2016, by and among the VILLAGE OF GLEN CARBON, ILLINOIS (the "Village") and CAPLACO TWENTY-SIX, INC., a Missouri corporation and GLEN CARBON 54, LLC, a Missouri limited liability company, as tenants in common (collectively, the "Developer"). This amendment upon execution will become part the original agreement.

Section 2. and 3. shall read as follows:

2. **Funding of Village Expenses.** The Developer hereby agrees to fund the expenses of the Village, as incurred, associated with its Development Activities (collectively, the "Expenses"), which Expenses shall include but not be limited to:

- a. The legal fees, costs and expenses of the Village's Attorneys, Schrempf, Kelly, and Napp, Alton, Illinois, 62002, incurred in connection with the Proposed Development Project including, but not limited to, meetings, conferences, and negotiations on behalf of the Village, reviewing and assisting in the preparation of documents, ordinances and agreements.
- b. The fees and costs of any consultant retained by or on behalf of the Village to review and/or edit or revise any Development Activities or Financial Activities including, but not limited to the services as delineated on **Exhibit C** attached hereto and incorporated herein by reference.
- c. The Developer is still responsible for all other cost associated with the subdivision site plan requirements and any other cost as required or delineated in the Village of Glen Carbon Code of Ordinances.

Any terms or provisions of this Agreement to the contrary notwithstanding, the Developer's obligations contained herein to reimburse the Village shall not exceed the amount of One Hundred Thousand Dollars (\$100,000), provided, however, that in the event that extraordinary expenses are encountered, such that the Village is likely to exceed said limit, the Village shall so notify the Developer, and the Developer shall meet with the Village in good faith prior to the Village exceeding said limit, to consider increasing said amount by an amendment to this Agreement.

3. **Disbursement.** Within 14 days of the execution of this Agreement but no later than December 30, 2016 the Developer shall deposit with the Village the sum of One Hundred Thousand and No/100 Dollars (\$100,000) (the "Project Funds") to be placed in a dedicated escrow account held by the Village (the "Developer Escrow Expense Account"), to cover the Expenses as outlined above. A monthly accounting of all payments made from the Developer Escrow Expense Account shall be given to Developer who shall have the right to request and receive a copy of any bill or invoice paid

from the Developer Escrow Expense Account. The Developer will have a reasonable opportunity to question or object to such disbursements, and to request additional documentation evidencing such disbursements. Notwithstanding the above, the Developer understands that the Village Attorneys' invoices are narrative in nature and, thus, are protected by attorney-client privilege. Therefore, an attorney fee affidavit in form and scope reasonably acceptable to the Developer may be submitted in lieu of the original invoice. In the event the Developer does provide written questions or objections to any such disbursement request, the Village and the Developer shall in good faith attempt to resolve such questions or objections as soon as reasonably possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

“Village”

**VILLAGE OF GLEN CARBON, ILLINOIS**

By: \_\_\_\_\_  
Robert L. Jackstadt, Mayor

Attest:

\_\_\_\_\_  
Peggy M. Goudy, Village Clerk

“Developer”

**CAPLACO TWENTY-SIX, INC.**  
(a Missouri corporation )

By: \_\_\_\_\_  
George K. Capps, President

**GLEN CARBON, 54 LLC**  
(a Missouri limited liability company)

By: DIERBERGS INVESTMENT CORP.  
(a Missouri corporation)  
(its sole member)

By: \_\_\_\_\_  
Robert J. Dieberg, Chairman

EXHIBIT C

1. Economic Development Services*	\$ 60,000.00
2. Environmental/Remediation Services	\$ 20,000.00
3. Legal Fees	\$ 20,000.00
TOTAL	\$100,000.00

\*Economic Development Services includes but is not limited to all pre-qualification studies, finalization of Business District plans, financial analysis, proforma, etc.

## PROJECT FUNDING AGREEMENT

THIS PROJECT FUNDING AGREEMENT (this "*Agreement*") is made and entered into as of the 12<sup>th</sup> day of July, 2016, by and among the VILLAGE OF GLEN CARBON, ILLINOIS (the "*Village*") and CAPLACO TWENTY-SIX, INC., a Missouri corporation and GLEN CARBON 54, LLC, a Missouri limited liability company, as tenants in common (collectively, the "*Developer*").

### Recitals

WHEREAS, the Village is contemplating the creation of a business district ("*Business District*") and an economic incentive agreement ("*Sales Tax Rebate*"), to provide financing to assist Developer in the development of certain real property located in the Village as shown shaded in red on **Exhibit A**, attached hereto and incorporated herein by reference (the "*Proposed Development Area*"), all pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq., as amended (the "*BD Act*"), and other applicable laws; and

WHEREAS, the Developer intends to submit a Development Plan for development of the Proposed Development Area into commercial use, and the Proposed Development Area lies within the above-referenced proposed Business District (the "*Proposed Development Project*"); and

WHEREAS, the Village is contemplating entering into a development agreement (the "*Development Agreement*"), which will memorialize the terms by which the Proposed Development Project will be constructed and how the project will be financed, in part, by the pledge of Business District revenues in accordance with the BD Act; and

WHEREAS, the Developer desires to hereby agree to reimburse the Village for expenses incurred by the Village in connection with the Proposed Development Project, including legal fees, costs and expenses, engineering costs and planning services rendered in connection with considering, negotiating, preparing and implementing a development plan, development agreement, ordinances, entitlements, other activities and documentation related to the Developer's Proposed Development Project (collectively, the "*Development Activities*").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement": This Project Funding Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Developer": Caplaco Twenty Six, Inc. a Missouri corporation with its principal place of business at 11850 Studt Avenue, St. Louis, Missouri 63141 and Glen Carbon 54, LLC, a Missouri limited liability company, with its principal place of business at 16690 Swingley

Ridge Road, Chesterfield, Missouri 63017, as tenants in common, or their successors in interest or assigns as to the rights and obligations as developer pursuant to this Agreement.

"Development Agreement": The agreement between the Village and the Developer that sets forth all of the rights, duties, and obligations of the Village and Developer for the Proposed Development Project.

"Development Activities": Any activity performed by or on behalf of the Developer or Village that relates directly or indirectly to the Proposed Development Project.

"Development Area": A certain area of the Village more particularly shown shaded in red on **Exhibit A** attached hereto and incorporated herein by reference and legally described on **Exhibit B** attached hereto and incorporated herein by reference.

"Development Plan": A plan entitled "Business District Development Plan and Project for Development Area".

"Financial Activities": Any activity performed by or on behalf of the Developer or Village that relates directly or indirectly to the public financing of the Proposed Development Project.

"Proposed Development Project": The Development Project for the Development Area described in the Development Plan, including the construction of the Village infrastructure.

"Village": The Village of Glen Carbon, Madison County, Illinois, a municipal corporation of the State of Illinois.

"Village Attorney": James Schrempf of, Schrempf, Kelly, and Napp, an Illinois limited liability company, located at 307 Henry Street, Alton, Illinois 62002.

2. **Funding of Village Expenses.** The Developer hereby agrees to fund the expenses of the Village, as incurred, associated with its Development Activities (collectively, the "*Expenses*"), which Expenses shall include but not be limited to:

- a. The legal fees, costs and expenses of the Village's Attorneys, Schrempf, Kelly, and Napp, Alton, Illinois, 62002, incurred in connection with the Proposed Development Project including, but not limited to, meetings, conferences, negotiations on behalf of the Village, reviewing and assisting in the preparation of documents, ordinances and agreements.
- b. The fees and costs of any consultant retained by or on behalf of the Village to review and/or edit or revise any Development Activities or Financial Activities including, but not limited to the services as delineated on **Exhibit C** attached hereto and incorporated herein by reference.
- c. The Developer is still responsible for all other cost associated with the subdivision site plan requirements and any other cost as required or delineated in the Village of Glen Carbon Code of Ordinances.

Any terms or provisions of this Agreement to the contrary notwithstanding, the Developer's obligations contained herein to reimburse the Village shall not exceed the amount of Eighty Thousand Dollars (\$80,000.00), provided, however, that in the event that extraordinary expenses are encountered, such that the Village is likely to exceed said limit, the Village shall so notify the Developer, and the Developer shall meet with the Village in good faith prior to the Village exceeding said limit, to consider increasing said amount by an amendment to this Agreement.

3. **Disbursement.** Within 14 days of the execution of this Agreement but no later than \_\_\_\_\_, 2016 the Developer shall deposit with the Village the sum of Eighty Thousand and No/100 Dollars (\$80,000.00) (the "*Project Funds*") to be placed in a dedicated escrow account held by the Village (the "*Developer Escrow Expense Account*"), to cover the Expenses as outlined above. A monthly accounting of all payments made from the Developer Escrow Expense Account shall be given to Developer who shall have the right to request and receive a copy of any bill or invoice paid from the Developer Escrow Expense Account. The Developer will have a reasonable opportunity to question or object to such disbursements, and to request additional documentation evidencing such disbursements. Notwithstanding the above, the Developer understands that the Village Attorneys' invoices are narrative in nature and, thus, are protected by attorney-client privilege. Therefore, an attorney fee affidavit in form and scope reasonably acceptable to the Developer may be submitted in lieu of the original invoice. In the event the Developer does provide written questions or objections to any such disbursement request, the Village and the Developer shall in good faith attempt to resolve such questions or objections as soon as reasonably possible.

4. **Developer's Right of Termination.** The Developer shall have the right to terminate this Agreement upon giving the Village five (5) days' written notice whereupon this Agreement shall automatically terminate; provided, however, that Developer shall pay all Expenses incurred up to and including the date of termination. The Developer shall have no obligation to reimburse the Village or pay any costs incurred by the Village after the date of termination. Upon receipt of said notice of termination, the Village shall remit to the Developer, within thirty (30) days of the notice, the then existing balance of the Project Funds remaining after the Village's payment of any invoices for Expenses incurred through the date of termination. The Developer shall have no obligation to reimburse the Village for any work or costs performed or incurred after the date of termination.

5. **Village's Right of Termination.** The Village shall have the right to terminate this Agreement upon giving the Developer five (5) days' written notice whereupon Developer shall pay in full all Expenses set forth in Paragraph 2 above incurred through the date of termination and thereafter neither party shall have any further obligations under this Agreement.

6. **Excess Funds.** Except as provided in Section 4 hereof, in the event the Village does not expend all the Project Funds, the Village shall return the remainder of the Project Funds to the Developer in readily available U.S. funds within the earlier of (a) thirty (30) days of payment of all Expenses; or (b) thirty (30) days of approval of the Development Agreement.

7. **Negotiation of Development Agreement.** The Village and the Developer agree to promptly proceed in good faith to attempt to agree upon a mutually acceptable Development

Agreement for the Proposed Development Project, including the Business District and the Sales Tax Rebate, all as approved by the Village in accordance with the BD act and all applicable provisions of law; provided, however, that nothing contained herein shall obligate the Village to approve the Business District, the Sales Tax Rebate, the Development Plan or to enter into a Development Agreement with the Developer.

8. **No Third Party Beneficiaries.** The parties hereby agree that this Agreement shall be a contract solely between the Village and the Developer and that no third party shall have any beneficial interest in or derived from this Agreement.

9. **Duty to Village.** Notwithstanding the foregoing, it is understood and agreed that those parties employed by the Village and funded pursuant to the terms hereof are responsible only to the Village and the fact that they are to be paid by the Developer pursuant to the terms hereof or that the Village is to be reimbursed for certain of its costs and expenses related to Developer's Project shall in no way create any duty or obligation on the part of those employed by the Village to the Developer.

10. **Notices.** All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, or first class mail, postage prepaid, to the parties as set forth below:

If to the Village:           Peggy M. Goudy, Village Clerk  
  Village of Glen Carbon  
  151 North Main Street  
  Glen Carbon, Illinois 62034

With a copy to:

  Jim Schrempf  
  Schrempf, Kelly, and Napp  
  307 Henry Street, Alton, Illinois 62002

If to Developer:           Caplaco Twenty-Six, Inc.  
  c/o Capitol Land Company  
  11850 Studt Avenue  
  St. Louis, Missouri 63141

and

  Glen Carbon 54, LLC  
  c/o Dierbergs Markets, Inc.  
  16690 Swingley Ridge Road, Suite 475  
  Chesterfield, Missouri 63017  
  Attn: Brent C. Beumer, Vice President of Real Estate

With a copy to:

Greg Smith, Esq.  
Husch Blackwell, LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105

11. **Miscellaneous.**

a. **Severability:**

If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. **Assignment: Successors and Assigns:**

This Agreement may be assigned by any party to any entity that said parties control, without the prior written consent of the other party, so long as not less than 75% of the membership interest in the new entity is held by the current Developer. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

c. **No Waiver:**

Failure of any party to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

d. **Representations and Warranties:**

The Developer and the Village each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, pursuant to the due authorization and is not in violation of any such party's governing documents, charter or ordinances, as the case may be; and (ii) no consents are necessary for the execution, delivery and performance of this Agreement by any such party or, if needed, have been obtained, and this Agreement is valid, binding and enforceable against such party in accordance with its terms.

e. **Governing Law: Counterparts:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in one or more counterparts, and exchanged by facsimile transmission, and that the facsimile copies of each party's respective signature shall be binding as if the same were an original signature.

12. **Limitation of Liability.** Notwithstanding anything herein to the contrary, the Village and its officials, attorneys, engineers and other professional staff, agents, employees and representatives shall not be liable to the Developer for damages or otherwise in the event this Agreement or any Development Agreement or Plan shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the

Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges contemplated hereunder.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

“Village”

VILLAGE OF GLEN CARBON, ILLINOIS

By: Robert L. Jackstadt  
Robert L. Jackstadt, Mayor

Attest:

Peggy M. Goudy  
Peggy M. Goudy, Village Clerk

“Developer”

CAPLACO TWENTY-SIX, INC.  
(a Missouri corporation )

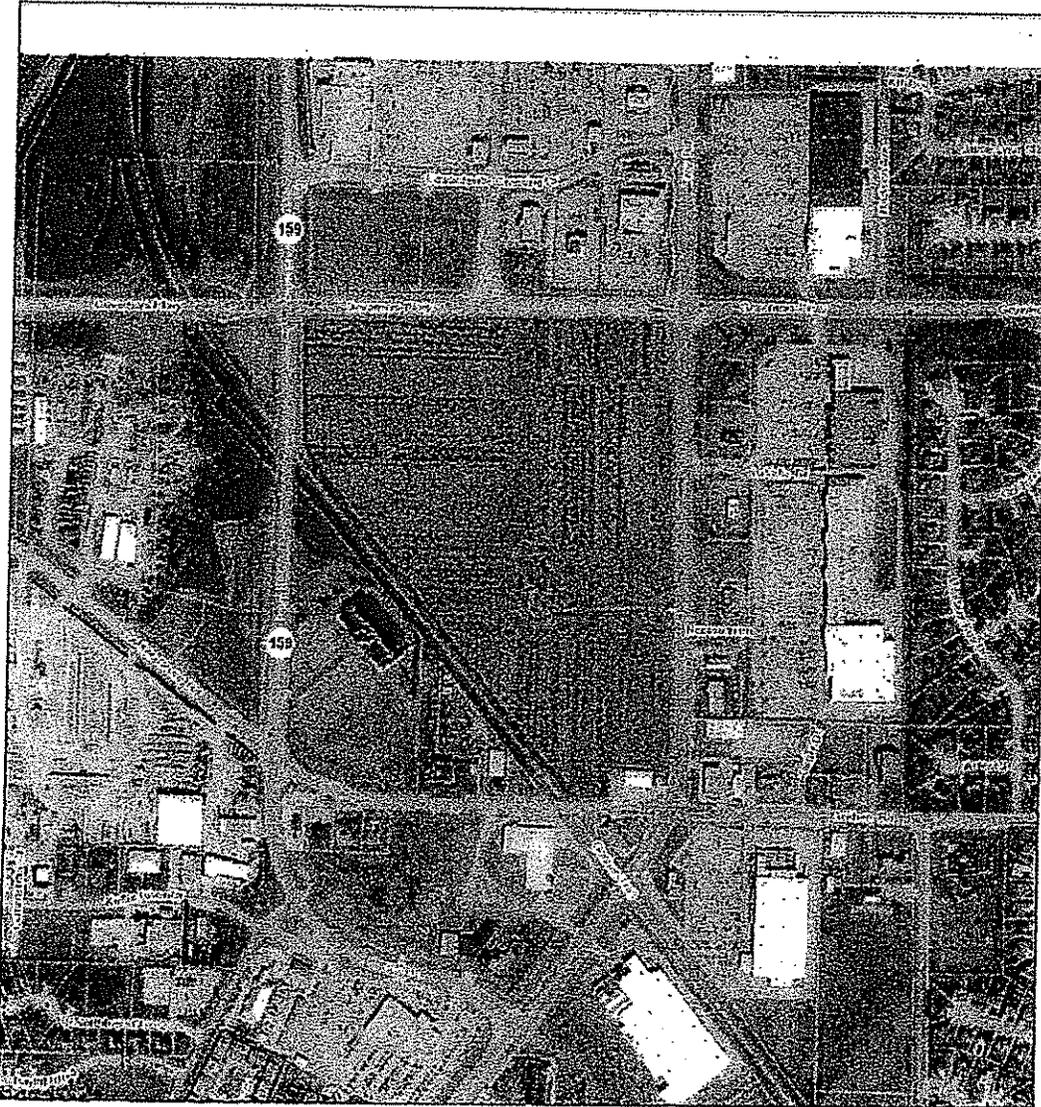
By: George K. Capps  
George K. Capps, President

GLEN CARBON, 54 LLC  
(a Missouri limited liability company)

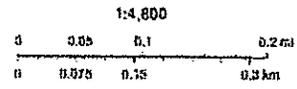
By: DIERBERGS INVESTMENT CORP.  
(a Missouri corporation)  
(its sole member)

By: Robert J. Dieberg  
Robert J. Dieberg, Chairman

**Exhibit A**  
**Proposed Development Area**



June 10, 2016



Hudson County Assessment Office  
Hudson County GIS

Hudson County Government GIS Group  
Hudson County Government

**Exhibit B**  
**Legal Description of Proposed Development Area**

Part of the Northeast Quarter of Section 23, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 23; Thence South 00 Degrees 40 Minutes 49 Seconds East along the West line of said Northeast Quarter, a distance of 704.25 feet; Thence North 89 Degrees 19 Minutes 11 Seconds East, a distance of 10.00 feet to the Southwesterly line of Governor's Parkway, a tract of land described in an order vesting title in Parcel No. 8831023B, No. 02-ED-3, filed May 19, 2003 in the Madison County, Illinois Circuit Clerk's Office and shown in Road Record 14, Page 69 in the Madison County, Illinois Recorder's Office, said point being the point of beginning of the tract of land hereinafter described; Thence Easterly, along the Southerly line of said Governor's Parkway the following courses and distances; Thence North 44 Degrees 31 Minutes 02 Seconds East, a distance of 42.28 feet; Thence North 89 Degrees 42 Minutes 56 Seconds East, a distance of 409.52 feet; Thence North 88 Degrees 17 Minutes 00 Seconds East, a distance of 400.12 feet; Thence North 89 Degrees 42 Minutes 56 Seconds East a distance of 700.00 feet; Thence South 14 Degrees 49 Minutes 03 Seconds East, a distance of 123.96 feet; Thence North 89 Degrees 19 Minutes 11 Seconds East, a distance of 70.17 feet to a point on the East line of the West 100 rods of the Northeast Quarter; Thence South 00 Degrees 40 Minutes 49 Seconds East, along said East line of the West 100 rods of the Northeast Quarter, a distance of 1936.88 feet to a point on the South line of said Northeast Quarter; Thence North 88 Degrees 49 Minutes 49 Seconds West, along said South line of the Northeast Quarter, a distance of 131.62 feet to a point on the West right-of-way line of Old Troy Road (Illinois Route 159); Thence Northeasterly along said Westerly right-of-way line of Old Troy Road and a 955.60 foot radius curve to the left having a chord bearing of North 14 Degrees 58 Minutes 54 Seconds East, a chord distance of 175.06 feet and an arc length of 175.31 feet to the Northeast corner of a tract of land now or formerly owned by Continental Baking Company; Thence North 88 Degrees 49 Minutes 49 Seconds West, along the North line of said Continental Baking Company tract, a distance of 258.80 feet to the Northwest corner of said Continental Baking Company tract; Thence South 01 Degrees 40 Minutes 35 Seconds West, along the West line of said Continental Baking Company tract, a distance of 140.01 feet to a point on the North Line of Center Grove Road, said point being measured 30.00 feet normally from the said South line of said Northeast Quarter; Thence North 88 Degrees 49 Minutes 49 Seconds West, along said North line of Center Grove Road, a distance of 119.82 feet to a point on the Northeasterly line of Madison County Mass Transit as described in Deed Book 4335, Page 3590 in the Madison County, Illinois Recorder's Office; Thence North 38 Degrees 29 Minutes 19 Seconds West, along the Northeasterly line of Madison County Mass Transit, a distance of 1852.39 feet to a point on the Northeasterly line of a tract of land described in an order vesting title in Parcel No. 8831023A, No. 02-ED-3, filed May 19, 2003 in said Madison County, Illinois Circuit Clerk's Office; Thence North 29 Degrees 19 Minutes 07 Seconds West, along the Northeasterly line of said Parcel No.

8831023A, No. 02-ED-3, filed May 19, 2003, a distance of 75.04 feet to a corner of said Parcel No. 8831023A, No. 02-ED-3, filed May 19, 2003; Thence North 00 Degrees 40 Minutes 49 Seconds West, along the West line of said Parcel No. 8831023A, No. 02-ED-3, filed May 19, 2003, a distance of 453.21 feet to the point of beginning, containing 54.61 acres, more or less.

3.24 acres along the entire East side of the above-described tract being subject to the public right-of-way of Old Troy Road (Illinois Route 159).

**And:**

PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 41 MINUTES 09 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST QUARTER, 703.49 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 43 SECONDS EAST, 10.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FAU ROUTE 8902 (ALSO KNOWN AS GOVERNOR'S PARKWAY AND ILLINOIS ROUTE 159 CONNECTOR ROAD) AS DESCRIBED IN THE ORDER VESTING TITLE FILED MAY 19, 2003 AS CONDEMNATION CASE NO. 02-ED-03 IN THE CLERK OF THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT, MADISON COUNTY, ILLINOIS; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:  
1) THENCE NORTH 44 DEGREES 32 MINUTES 34 SECONDS EAST, 42.28 FEET;  
2) THENCE NORTH 89 DEGREES 44 MINUTES 28 SECONDS EAST, 409.51 FEET;  
3) THENCE NORTH 88 DEGREES 18 MINUTES 32 SECONDS EAST, 400.12 FEET;  
4) THENCE NORTH 89 DEGREES 44 MINUTES 28 SECONDS EAST, 700.00 FEET;  
5) THENCE SOUTH 14 DEGREES 56 MINUTES 04 SECONDS EAST, 123.96 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 159 AS RECORDED IN ROAD RECORD 5 PAGES 188 AND 189 OF THE MADISON COUNTY RECORDER'S OFFICE RECORDS; THENCE SOUTH 00 DEGREES 45 MINUTES 13 SECONDS EAST ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 910.90 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 45 MINUTES 13 SECONDS EAST ON SAID WEST RIGHT OF WAY LINE, 310.29 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 47 SECONDS EAST, 701.92 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 13 SECONDS WEST, 310.29 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 47 SECONDS EAST, 701.92 FEET TO THE POINT OF BEGINNING, CONTAINING 217,803 SQUARE FEET, OR 5.00 ACRES, MORE OR LESS.



## Village of Glen Carbon

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151 North Main · P.O. Box 757 · Glen Carbon, Illinois 62034

Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

# Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 8, 2016

**Re:** Approval of Final Design Plans for Old Troy Road

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Attached for your consideration is a memorandum from Juneau Associates outlining the final design plans for Old Troy Road.

The Public Service Committee recommended approval (3 ayes, 0 nays).

***Proposed Motion: "To approve the final design plans for Old Troy Road as presented in the attached memorandum."***

Job No. E047900

2100 State Street  
P.O. Box 1325  
Granite City, IL 62040  
618-877-1400 • F. 618-452-5541

✓ 100 N. Research Dr.  
Edwardsville, IL 62025  
618-659-0900 • F. 618-659-0941

330 N. Fourth Street, Suite 200  
St. Louis, MO 63102  
314-241-4444 • F. 314-909-1331

## Memorandum

To: Jamie Bowden  
From: Brian Kulick  
Subject: Old Troy Road  
Date: 11/30/16

/SAS

---

### *Description of Proposed Old Troy Road Improvements:*

The last completed phase of Old Troy Road ended as a 36'-wide (3-lane) portland cement concrete pavement with curb and gutter just north of the Mont Road intersection.

The proposed roadway will continue the 36'-wide (3-lane) portland cement concrete pavement through the Mont Road intersection for approximately 240 feet. Edge of pavement treatment will transition from curb and gutter to hot-mix asphalt shoulders.

South of the Mont Road intersection, the proposed roadway will transition down to a 24'-wide (2-lane) portland cement concrete pavement with hot-mix asphalt shoulders over a distance of 275 feet. The two lane section will continue south through the "S" curves for approximately 5948 feet.

North of the Glen Crossing Road intersection, the 24'-wide pavement will begin to transition back to a 36'-wide (3-lane) portland cement concrete pavement with hot-mix asphalt shoulders for approximately 275 feet, meeting the existing conditions of recently constructed Glen Crossing Road intersection.

South of the Glen Crossing Road intersection, the proposed roadway will continue the 36'-wide portland cement concrete pavement with hot-mix asphalt shoulders for approximately 3813 feet. This section will continue south through the Bouse Road intersection and end at the north leg of the proposed roundabout as designed by IDOT. A small hot-mix asphalt transition section will be used to tie into existing conditions.

Bollinger Drive will be constructed as a 24'-wide (2-lane) hot-mix asphalt roadway with hot-mix asphalt and aggregate shoulders.

Bouse Road has been designed as a 36'-wide (3-lane) portland cement concrete roadway with hot-mix asphalt shoulders which extends for 315 feet to allow for left turn lanes at the intersection with Old Troy Road. The roadway will transition down to a 24'-wide section over 270 feet, then use a hot-mix asphalt section to transition into existing conditions.

Due to the use of shoulders, ditching will be required throughout the project limits.

Overall Estimate of Construction Cost for  
Old Troy Road Improvements  
11,800 Lin. Ft.

	<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	\$35.00	\$420.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	46	\$35.00	\$1,610.00
3	TREE REMOVAL, ACRES	ACRE	0.2	\$5,000.00	\$1,000.00
4	EARTH EXCAVATION	CU YD	21551	\$12.00	\$258,612.00
5	FURNISHED EXCAVATION	CU YD	3280	\$20.00	\$65,600.00
6	TRENCH BACKFILL	CU YD	475	\$30.00	\$14,250.00
7	SEEDING, CLASS 1	ACRE	10.6	\$2,000.00	\$21,200.00
8	NITROGEN FERTILIZER NUTRIENT	POUND	954	\$3.00	\$2,862.00
9	POTASSIUM FERTILIZER NUTRIENT	POUND	954	\$3.00	\$2,862.00
10	PHOSPHORUS FERTILIZER NUTRIENT	POUND	954	\$3.00	\$2,862.00
11	MULCH, METHOD 2	ACRE	10.6	\$2,000.00	\$21,200.00
12	TEMPORARY EROSION CONTROL SEEDING	POUND	1060	\$15.00	\$15,900.00
13	TEMPORARY DITCH CHECKS	FOOT	1370	\$12.50	\$17,125.00
14	PERIMETER EROSION BARRIER	FOOT	1924	\$4.00	\$7,696.00
15	INLET AND PIPE PROTECTION	EACH	26	\$150.00	\$3,900.00
16	STONE DUMPED RIPRAP, CLASS A4	SQ YD	211	\$45.00	\$9,495.00
17	STONE DUMPED RIPRAP, CLASS A5	SQ YD	587	\$55.00	\$32,285.00
18	FILTER FABRIC	SQ YD	798	\$3.00	\$2,394.00
19	PROCESSING MODIFIED SOIL 12"	SQ YD	44148	\$3.75	\$165,555.00
20	LIME	TON	1093	\$75.00	\$81,975.00
21	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	43330	\$6.75	\$292,477.50
22	SUBBASE GRANULAR MATERIAL, TYPE A 8"	SQ YD	790	\$13.00	\$10,270.00
23	AGGREGATE FOR TEMPORARY ACCESS	TON	150	\$30.00	\$4,500.00
24	BITUMINOUS MATERIALS (PRIME COAT)	POUND	3188	\$1.00	\$3,188.00
25	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	327	\$90.00	\$29,430.00
26	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	TON	189	\$90.00	\$17,010.00
27	BITUMINOUS MATERIALS (TACK COAT)	POUND	7254	\$1.00	\$7,254.00
28	WELDED WIRE REINFORCEMENT	SQ YD	38782	\$10.00	\$387,820.00
29	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	38782	\$48.00	\$1,861,536.00
30	PROTECTIVE COAT	SQ YD	39523	\$1.00	\$39,523.00
31	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	532	\$45.00	\$23,940.00
32	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	176	\$50.00	\$8,800.00
33	PAVEMENT REMOVAL	SQ YD	27838	\$9.00	\$250,542.00
34	DRIVEWAY PAVEMENT REMOVAL	SQ YD	387	\$12.00	\$4,644.00
35	CURB REMOVAL	FOOT	13	\$10.00	\$130.00
36	PAVED SHOULDER REMOVAL	SQ YD	1022	\$9.00	\$9,198.00

Overall Estimate of Construction Cost for  
Old Troy Road Improvements  
11,800 Lin. Ft.

	<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
37	SAWCUTS	FOOT	188	\$10.00	\$1,880.00
38	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	93	\$8.00	\$744.00
39	HOT-MIX ASPHALT SHOULDERS, 8"	SQ YD	15167	\$60.00	\$910,020.00
40	PIPE CULVERT REMOVAL	FOOT	1008	\$18.00	\$18,144.00
41	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	2	\$10,000.00	\$20,000.00
42	BOX CULVERT END SECTIONS, CULVERT NO. 2	EACH	2	\$3,500.00	\$7,000.00
43	BOX CULVERT END SECTIONS, CULVERT NO. 3	EACH	2	\$1,200.00	\$2,400.00
44	PRECAST CONCRETE BOX CULVERTS 3'X2'	FOOT	72	\$200.00	\$14,400.00
45	PRECAST CONCRETE BOX CULVERTS 5'X2'	FOOT	61	\$250.00	\$15,250.00
46	PRECAST CONCRETE BOX CULVERTS 10'X4'	FOOT	108	\$500.00	\$54,000.00
47	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	346	\$42.00	\$14,532.00
48	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	24	\$45.00	\$1,080.00
49	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	113	\$48.00	\$5,424.00
50	PIPE CULVERTS, CLASS A, TYPE 1 36"	FOOT	160	\$60.00	\$9,600.00
51	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	229	\$50.00	\$11,450.00
52	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 24"	FOOT	124	\$55.00	\$6,820.00
53	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"	FOOT	71	\$65.00	\$4,615.00
54	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$450.00	\$450.00
55	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	16	\$550.00	\$8,800.00
56	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2	\$600.00	\$1,200.00
57	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	4	\$750.00	\$3,000.00
58	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	4	\$900.00	\$3,600.00
59	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 18"	EACH	14	\$650.00	\$9,100.00
60	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 24"	EACH	4	\$800.00	\$3,200.00
61	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 36"	EACH	2	\$700.00	\$1,400.00
62	CONCRETE COLLAR	CU YD	6.4	\$100.00	\$640.00
63	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	52	\$225.00	\$11,700.00
64	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	633	\$40.00	\$25,320.00
65	PIPE UNDERDRAINS, TYPE 1, 4"	FOOT	18560	\$25.00	\$464,000.00

Overall Estimate of Construction Cost for  
Old Troy Road Improvements  
11,800 Lin. Ft.

	<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
66	MANHOLES TO BE ADJUSTED	EACH	2	\$1,000.00	\$2,000.00
67	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	100	\$27.00	\$2,700.00
68	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	731.25	\$25.00	\$18,281.25
69	STEEL PLATE BEAM GUARDRAIL, ATTACHED TO STRUCTURES	FOOT	37.5	\$100.00	\$3,750.00
70	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	5	\$2,750.00	\$13,750.00
71	GUARDRAIL REMOVAL	FOOT	604	\$6.00	\$3,624.00
72	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	18	\$2,000.00	\$36,000.00
73	MOBILIZATION	L SUM	1	\$231,000.00	\$231,000.00
74	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	609	\$3.00	\$1,827.00
75	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	49116	\$1.00	\$49,116.00
76	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	72	\$1.50	\$108.00
77	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	923	\$2.50	\$2,307.50
78	SIGN PANEL - TYPE 1	SQ FT	203	\$40.00	\$8,120.00
79	RELOCATE SIGN PANEL - TYPE 1	SQ FT	72	\$20.00	\$1,440.00
80	TERMINAL MARKER - DIRECT APPLIED	EACH	5	\$150.00	\$750.00
81	METAL POST - TYPE A	EACH	258	\$40.00	\$10,320.00
82	METAL POST - TYPE B	EACH	531	\$40.00	\$21,240.00
83	PAINT PAVEMENT MARKING - LINE 4"	FOOT	30	\$1.00	\$30.00
84	PAINT PAVEMENT MARKING - LINE 6"	FOOT	72	\$2.00	\$144.00
85	PAINT PAVEMENT MARKING - LINE 12"	FOOT	113	\$4.00	\$452.00
86	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LETTERS AND SYMBOLS	SQ FT	609	\$6.00	\$3,654.00
87	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 4"	FOOT	49086	\$2.00	\$98,172.00
88	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 12"	FOOT	810	\$10.00	\$8,100.00
89	RAISED REFLECTIVE PAVEMENT MARKER	EACH	378	\$30.00	\$11,340.00
90	GUARDRAIL REFLECTORS, TYPE A	EACH	15	\$100.00	\$1,500.00
91	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	8	\$50.00	\$400.00
92	HANDHOLE	EACH	2	\$600.00	\$1,200.00
93	DETECTOR LOOP, TYPE I	FOOT	48	\$4.00	\$192.00
94	REMOVE EXISTING HANDHOLE	EACH	2	\$450.00	\$900.00
95	CONCRETE REMOVAL (SPECIAL)	SQ YD	37	\$100.00	\$3,700.00
96	REMOVE EXISTING FLARED END SECTION	EACH	3	\$250.00	\$750.00

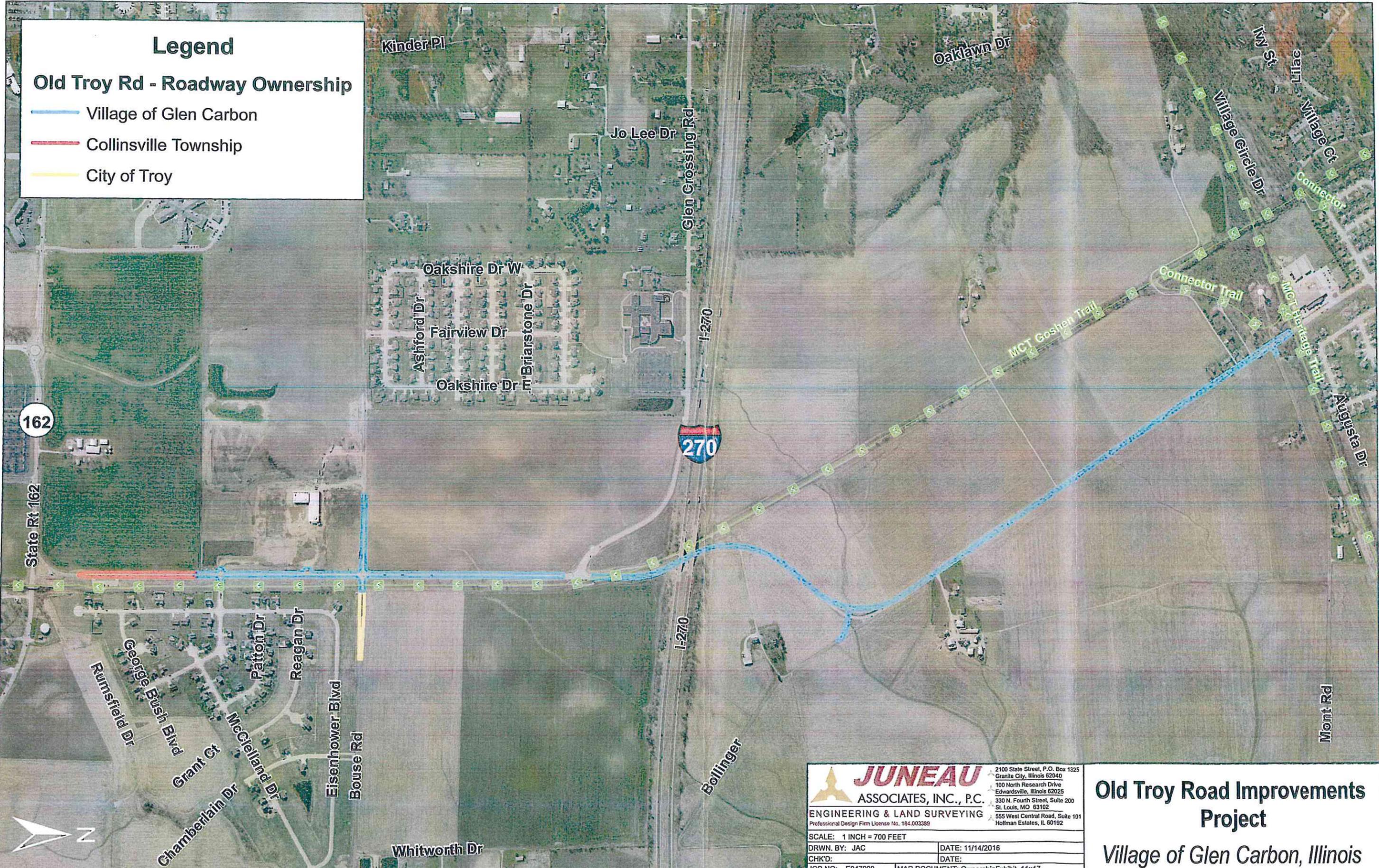
Overall Estimate of Construction Cost for  
Old Troy Road Improvements  
11,800 Lin. Ft.

	<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
97	REMOVE EXISTING RIPRAP	SQ YD	42	\$20.00	\$840.00
98	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	18149	\$1.00	\$18,149.00
99	BOX CULVERT REMOVAL	FOOT	122	\$40.00	\$4,880.00
100	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$70,000.00	\$70,000.00
101	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	1872	\$4.00	\$7,488.00
102	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	49086	\$1.00	\$49,086.00
103	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	810	\$2.00	\$1,620.00
	SUBTOTAL				\$5,997,765.25
	CONTINGENCY @ 5%				\$299,888.26
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$6,297,653.51</b>
	CITY OF TROY PORTION				\$256,831.31
	COLLINSVILLE TOWNSHIP PORTION				\$535,343.71
	VILLAGE OF GLEN CARBON PORTION				\$5,505,478.49

# Legend

## Old Troy Rd - Roadway Ownership

- Village of Glen Carbon
- Collinsville Township
- City of Troy



**JUNEAU**  
 ASSOCIATES, INC., P.C.  
 ENGINEERING & LAND SURVEYING  
 Professional Design Firm License No. 184.003389

2100 State Street, P.O. Box 1325  
 Granite City, Illinois 62040  
 100 North Research Drive  
 Edwardsville, Illinois 62025  
 330 N. Fourth Street, Suite 200  
 St. Louis, MO 63102  
 555 West Central Road, Suite 101  
 Hoffman Estates, IL 60192

SCALE: 1 INCH = 700 FEET  
 DRWN. BY: JAC DATE: 11/14/2016  
 CHK'D: DATE:  
 JOB NO: E047900 | MAP DOCUMENT: OwnershipExhibit 11x17

**Old Troy Road Improvements Project**  
 Village of Glen Carbon, Illinois



# Village of Glen Carbon

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151 North Main · P.O. Box 757 · Glen Carbon, Illinois 62034

Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

## Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 7, 2016

**Re:** Approval of Intergovernmental Agreement for the 2017 Ed-Glen Pool at SIUE

---

Attached for your review are the following items:

- 1) December 6, 2016 memo to the Public Services Committee
- 2) 2016 and 2017 Budget
- 3) December 5, 2016 e-mails
- 4) Pool survey and information
- 5) Intergovernmental Agreement

2016 Actual Cost - \$10,004.60

2017 Budgeted Cost - \$ 6,196.95

The Public Service Committee recommended (3 ayes, 0 nays) to extend the intergovernmental agreement into 2017.

***Proposed Motion: "To approve the Intergovernmental Agreement for the Ed-Glen Pool at SIUE for 2017."***



## Village of Glen Carbon

151 North Main · P.O. Box 757 · Glen Carbon, Illinois 62034

Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

# Memo

**To:** Public Service Committee Members

**From:** Jamie Bowden, Village Administrator

**Date:** December 1, 2016

**Re:** Approval of Intergovernmental Agreement for 2017 Ed-Glen Pool at SIUE

---

I have met with the City of Edwardsville to discuss the Village of Glen Carbon renewing the intergovernmental agreement.

The following are onetime expenses for 2016:

Ice Machine - \$2,089.00

Pool Pump Repair-\$8,400.00

Electric Shuttle - \$5,629.64

Based on the attached expenditures, the Village share is 32.7% annually or \$ 10,004.60.

The City of Edwardsville is anticipating the water and utility final numbers will be less than \$11,091.16. I anticipate receiving the final numbers on the 2017 proposed budget prior to the meeting. Mayor Patton will be in attendance at the meeting to address any questions.

**Proposed Motion:** *"To recommend approval of extending the Intergovernmental Agreement for 2017."*

Revenue	2016	2017
	Current	Projected
Daily Gate	\$ 23,731.00	\$ 12,750.00
Membership Sales	\$ 8,600.00	\$ 22,500.00
Concession Sales	\$ 4,304.70	\$ 4,000.00
Group Rental	\$ 2,700.00	\$ 3,250.00
Swim Lessons	\$ 750.00	\$ 6,000.00
Parking Passes	\$ -	\$ -
Sponsorship	\$ 11,000.00	\$ 9,000.00
<b>Totals</b>	<b>\$ 51,085.70</b>	<b>\$ 57,500.00</b>
<b>Expenses</b>		
Facility Maintenance	\$ 7,116.87	\$ 8,000.00
Concessions	\$ 3,134.81	\$ 2,750.00
Supplies	\$ 3,012.83	\$ 5,900.00
Wages/Salary	\$ 27,857.46	\$ 35,000.00
Chemicals	\$ 8,692.61	\$ 8,700.00
Pepsi	-	-
Ice Machine	\$ 2,089.00	\$ 2,000.00
Pool Repairs	\$ 11,056.83	\$ 3,400.00
Parking Services	\$ 2,000.00	\$ 2,000.00
Electric Shuttle	\$ 5,629.64	\$ 2,850.00
Furniture	-	-
Utilities and Water	\$ 11,091.16	\$ 4,400.00
Camper Insurance	\$ -	\$ -
IMLRMA Insurance		\$ 1,400.00
<b>Total</b>	<b>\$ 81,681.21</b>	<b>\$ 76,400.00</b>
<b>Profit/(Loss)</b>	<b>\$ (30,595.51)</b>	<b>\$ (18,900.00)</b>
<b>Attendance</b>		
Students	872.00	800.00
Daily Gate	8,568.00	7,050.00
Swimming Lessons	29.00	300.00
Pool Rentals	500.00	130.00
<b>Total</b>	<b>9,969.00</b>	<b>8,280.00</b>
<b>Attendance and Membership Breakdown</b>		
Memberships	*35 Members	75 Memberships
Edwardsville Residents	5,731.00	
Glen Carbon Residents	2,448.00	
Other Communities	918.00	

Other Communities: O Fallon, Algonquin, U-City; East Alton, Mt. Olive, St. Louis, Collinsville, Granite City, Collinsville, Godfrey, Wood River, Maryville, Highland; Staunton; Troy, Bethalto, Gillespie, Highland, Hamel, Fairview Heights, Salem, Springfield, Carlisle, Pontoon Beach; Greenville; Boston, Springfield, Chicago, Saint Jacob, Worden, Moro, Pocahontas, Belleville, Carbondale, Pekin, Mascoutah, Carlinville, Dorsey, Danville, Taylorville, Macomb, Hillsboro, Vandalia, Rosewood Heights, & Harrisburg

**Improvements for next year:** Start marketing efforts for the 2017 season with a holiday/early bird sale of memberships from December 2016-February 2017. Have 2 sessions of swim lessons and start marketing the beginning of March.

**Lost sales** (daily entry, rental, lessons, and concessions) while pool pump was broken from July 19-31.

**Expensives that will be not occur next year:** purchase of shuttle, ice machine, refrigerator, and new pump.

**New ideas** - looking at ways to expand concession products through member input and information obtained through Facebook.

## Jamie Bowden

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**From:** Pfeiffer, Bob <bpfeiffer@cityofedwardsville.com>  
**Sent:** Monday, December 05, 2016 2:05 PM  
**To:** Jamie Bowden  
**Cc:** Harr, Tim; Hal Patton; Rob Jackstadt  
**Subject:** RE: pool costs

The 2448 number is the number of times Glen Carbon residents visited the pool. We did not track each individual and how many times that person visited. I can also report that out of the 35 season pass memberships that were purchased, 10 of those were Glen Carbon residents, which is pretty consistent with the total percentage of Glen Carbon resident users during the 2016 season.

I can also report that no administrative costs associated with the pool were reflected in any of the expenses reported. None of Hayley's hours supervising the pool were accounted for in the numbers provided. Also, during site prep, start-up and operation of the pool throughout the year, I spent over 200 hours at the pool addressing system operations, monitoring and adjusting pump and chemical feed equipment and pool cleaning equipment to ensure a welcome and safe pool experience for the visitors. None of my hours were included in any of the costs associated with the pool operation.

Bob

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**From:** Jamie Bowden [<mailto:JBowden@glen-carbon.il.us>]  
**Sent:** Monday, December 05, 2016 1:12 PM  
**To:** Pfeiffer, Bob  
**Cc:** Harr, Tim; Hal Patton; Rob Jackstadt  
**Subject:** RE: pool costs

See attached.

Village of Glen Carbon

2016 \$10,004.60  
2017 \$ 6,196.95 Projected

One questions I have received from a Trustee.

Do you have a breakdown of number of Village residents ( individual or unique) that have used the pool. IE I use d the pool 10 times – should be counted once)?

Our Count is 2448. I assume that is total running count.

Thanks

*Jamie*

Jamie Bowden, Village Administrator  
VILLAGE OF GLEN CARBON  
151 N. Main Street

## Jamie Bowden

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**From:** Pfeiffer, Bob <bpfeiffer@cityofedwardsville.com>  
**Sent:** Monday, December 05, 2016 11:07 AM  
**To:** Jamie Bowden  
**Cc:** Harr, Tim; Hal Patton  
**Subject:** pool costs

Jamie,

City Administrator Harr asked me to respond to your email regarding the 2016 pool costs related to Glen Carbon's share because Mayor Patton's busy schedule could delay his personal response and we know you need the info as soon as possible.

The total cost for the operation of the Community swimming pool during the 2016 season was **\$30,595.16**. Based on the population-based percentage that you arrived at during the meeting (32.7%), the village's 2016 share of the cost is **\$10,004.60**.

The 2017 (next season) projected cost is \$18,950.00 which means the projected cost for next year will be \$6,196.65. As you know, next year's cost will not include some of the major capital costs that were incurred this year (golf cart, ice machine, pool pump, chemical pump), therefore the total cost to operate should be considerably less than the initial year.

If you have any questions, please do not hesitate to contact me.

Bob Pfeiffer, Director  
Parks and Recreation  
City of Edwardsville  
692-7538

--  
This email was Virus checked by Sophos UTM 9. Please contact [Helpdesk@cityofedwardsville.com](mailto:Helpdesk@cityofedwardsville.com) with any questions.

## 2016 Pool Survey Results.

111 Responses

Sent to 2016 members and posted on Edwardsville Glen Carbon Community Pool Facebook page

\*Participants did not have to answer all the questions

1. Do you plan on being a member of the Edwardsville Glen Carbon Community Pool for the 2017 season?

Yes – 33      No – 34      Maybe – 26

2. How often did you visit the pool this past summer?

Everyday – 12

Once a week – 32

Once a month – 34

I didn't visit the pool this summer – 22

3. Suggestions for items to sell at the concession stand at the pool during the 2017 season.

Healthy options, fruit, veggies, hotdogs, pretzels, popcorn, graham crackers, cheese sticks, go go squeeze apple sauce, small salad, cold sandwiches, nachos, hamburgers, ice cream, pizza, beef jerky, milk, lemonade, sno cones, chicken strips fries, Bosco Sticks

\*There were several items that were listed that we already serve so they were not included in this list. Also duplicate items were only listed once.

4. Overall, how would you rate the pool?

Excellent - 24

Very Good – 33

Good – 24

Fair – 3

Poor – 3

5. How likely is it that you would recommend the pool to a friend or colleague?

Scale from 1-10. 1 being not likely and 10 being extremely likely

1-6 on scale – 21

7-8 on scale – 29

9-10 on scale – 42

6. Did you purchase items from the concession stand this past summer

Yes - 34      No – 44

7. Do you have any other comments or concerns?

Admissions rate should be lower

More evening hours

Update dressing room

Didn't go in 2016 due to the hours. If open later I would likely have gone

I wish the membership prices were more comparable to the old SIUE alumni price

More lounge chairs, spruce up bathrooms, open from Memorial Day to Labor Day. The shuttle service was great this past summer

We hope the issues are fixed before next season opens. Overall happy but the pool was closed too long

The surface in the splash pad was peeling up in several places

Older kids in splash pad area that ran over the little kids. Parents not watching their kids

Lifeguards should not have to babysit kids whose parents aren't paying attention

It was great! Although I imagine the competition will be steep with the new splash pad

Hours are not accommodating to moms with children who nap at noon. Open around 10am

Nope....I'm ready for summer!!!

Felt the hours were limited and items at the concessions stand were limited

Thank You!

More umbrellas and shaded areas are needed

Maybe have a special discount for bigger group. Earlier hours for young kids that nap

The leak in the pool that created the need to constantly refill makes the pool too cold.

I went at least 4 times every week and stayed the entire day. So glad this is continuing. It's our vacation.

The shallow end is still too deep for little kids to stand. Wish there were stairs leading in. The pool was always very clean

There was an issue last year on whether or not you could bring floats into the pool. It would be nice to have some clarification on this.

I was really impressed with the swimming lessons! My daughter became a more confident swimmer (she is still learning the basics) I sure hope the pool opens as a community pool again...and offers lessons! I know it was a rough summer for the pool...but, I sure hope the community decides it is worthwhile and beneficial open again in the summer! We sure plan on using the pool more next summer! It is always clean (unlike the Y pools) and I feel very comfortable taking my kids there!

My main suggestion would be more concession options

The price for larger families visiting once or twice is pretty exorbitant; could you create a family rate?

When SIUE owned this pool, it was very clean, quiet, and a great pool to go to. Since the township took it over, it became a horrible pool...dirty, a lot of horse play, kids not being watched....we stopped going by mid June....felt like we were at the YMCA pool...awful!!!!

The decking in front of the concessions gets really hot. It would be nice if something could be done about that

Wish the hours were more conducive to small children. Open at 9 or 10am

Glad we support the SIUE pool

The city and the university should build a new facility

Great addition to the community

The splash pad is sad

A little prices. I was not able to take my children with my work schedule and the price was a little high for a single mom with 4 kids

The price for a season pass for a family of 2 is not a price I'm willing to pay. Maybe a better deal for larger family.

I think for a community pool the membership costs and daily fees are too expensive for your average family or 4 or more

Lap swim hours

More shade area would be great

Would be interested in some sort of membership that allows a few visits a month for us working parents who can't take their kids too often, and don't want to pay a high membership fee

The pool hours are not great. It was also better when the concession sold other food besides just junk food. All in all, this is a fantastic pool. We would have visited more but we put in our pool this summer.

Great Job! Maybe extended hrs a few times per week

Maybe make the price little cheaper? We couldn't afford a membership so when we did got it was pricey to bring myself and my 3 kids. A cheaper price for Edwardsville residents would be good. It's a great place though, we loved it

Maintenance –mold on sides of pool. Kids' play area needs floor resurfacing. Teens allowed in kids area far too many closures of pool hours operation are too few

Keep up the good work

We visited more than 1x per week but not every day. This was a great way for my kids to get out and exercise with the babysitter while I worked. Great view, staff was super friendly. The only thing I would say that needs an upgrade is the concessions. Even simple things like hotdogs and nachos. We will be members again in 2017!!! Here's to hoping no maintenance issues ;)

Two shuttles

Better lifeguard training. The lifeguards need to be more proactive about preventing situations  
Our daughter enjoyed the swimming lessons and the staff as always a joy. We were happy to utilize the pool and even considered throwing a party there. Hopefully, the City of Edwardsville continues to contract with SIUE for a few more years.

Last year, I was not impressed by the quality of the lifeguards. I have already voiced my concerns to management and they were responsive. Can the bathrooms be updated?



## Edwardsville Glen Carbon Community Pool 2017 Season Membership

If registering by mail please return this form with payment to Edwardsville Parks and Recreation, 118 Hillsboro Ave., PO Box 407, Edwardsville, IL 62025. Your pool pass can either be mailed to you or pick up at the Edwardsville Parks Office or at the pool.

**\*No refunds will be made for any reason after opening day\***

We invite you to join the Edwardsville Glen Carbon Community Pool. All patrons must adhere to the following rules.

**Pool Pass:** Pool Pass must be shown as you enter the pool area.

**Children:** Children under 16 (as of current year Labor Day) are not permitted to stay without adult supervision

**Alcohol:** No alcohol at any time.

**Smoking:** No smoking or e-cigarettes on pool grounds.

A complete list of pool rules will be available at the pool.

Membership Types	Beginning of the season	Winter Sale Price
Family Membership (4 people)	<del>\$320</del>	\$260
Additional family members \$40		
Single (must be 16 years or older)	\$175	\$140
Senior Citizen (55 years old or older)	\$150	\$120

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

Address: \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Check Membership Type:  Family  Single  Senior Citizen

\_\_\_\_\_ Number of additional family members if applicable

Name	Birthdate	Relationship

I hereby certify that the information given above is correct and that I will abide by the pool rules and regulations.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

# Edwardsville Glen Carbon Community Pool

## Operation Hours

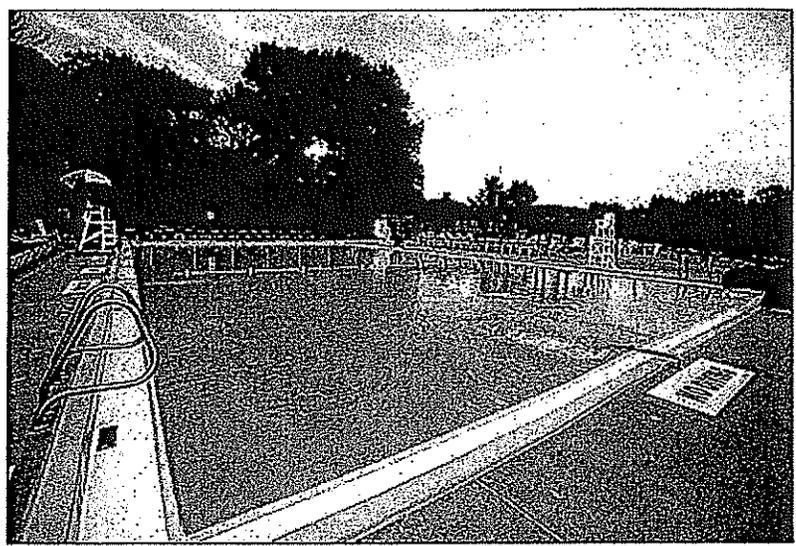
May 27th - August 13th

Monday - Sunday

Noon - 6pm\*

\*Fridays the pool opens at 10am

Saturdays and Sundays only from  
August 13th-September 4th



## Fees

### Daily Pass

-Payable at the pool Cash and check Only

\$5 Adult

\$4 Kids (4-15) & Senior Citizen (55+)

Free 3 and under

## Memberships

Family - \$320 (4 People)\*

Single - \$175

Senior Citizen (55+) - \$150

\*Each additional family member \$40

Memberships can be purchased at City Hall

Swim lessons will be available and more information is listed on our Facebook page

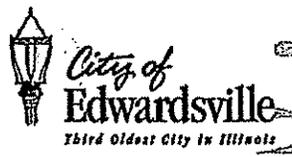
The pool will be available to rent in the evenings for 2 hours for \$175/resident. (up to 100 people)

Cougar Community Pool is a 25 meter pool and slide with water depths of 3'6" to 9'8" deep.

There is splash pad for smaller children which was just added in 2013.

Locations: Formerly known as Cougar Lake Pool, located on SIUE's campus at 88 Recreation Dr., Edwardsville, IL. Parking is available at Lot 10 and is FREE this year.

Patrons can either walk or be shuttled to the pool. A shuttle service will be available this summer, free of charge. The shuttle runs to and from Parking Lot 10 to the pool from 12PM - 6PM.



Edwardsville Glen Carbon

2017

# Community Pool New Members

## Winter Sale

Memberships Winter Sale Price\*

- Family - \$320 (4 People) \$260
- Single - \$175 \$140
- Senior Citizen (55+) - \$150 \$120

\*Sale ends on February 28th\*



**RESOLUTION 2016-16**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF EDWARDSVILLE FOR COST SHARING OF POOL OPERATION AND MAINTENANCE EXPENSES**

**WHEREAS**, the Village of Glen Carbon ("Village") is an Illinois municipal corporation operating pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

**WHEREAS**, The City of Edwardsville ("City") is a Home Rule municipality by virtue of the provisions of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the Village and, City and may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the Village and the City may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

**WHEREAS**, the Corporate Authorities of the Village deem it to be in the best interest of Village residents to enter into an intergovernmental cooperation agreement with the City in substantially the form attached hereto, pursuant to which the Village and City will share the cost of maintaining and operating the Cougar Lake Pool on the Southern Illinois University – Edwardsville campus for public use.

**NOW THEREFORE, BE IT RESOLVED** by the Village Board of Trustees and the Mayor of the Village of Glen Carbon, Illinois:

Section 1. The above recitals are hereby incorporated herein.

Section 2. The Intergovernmental Agreement is hereby approved and the Mayor and appropriate officials of the Village of Glen Carbon are hereby authorized and directed to execute and attest to the agreement in substantially the form attached hereto.

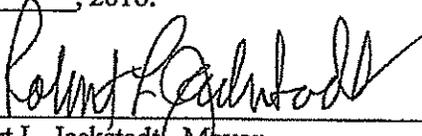
Section 3. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 26th day of April, 2016, pursuant to a roll call vote as follows:

AYES: Jorja Dickemann, Mary Beth Williams, Micah Summers, Steve Slemer,  
NAYES: None Brooke Harmony  
ABSENT: Ross Breckenridge  
ABSTENTION: None

APPROVED this 26th day of April, 2016.

BY:

  
Robert L. Jackstadt, Mayor  
Village of Glen Carbon, Madison County, Illinois

ATTESTED:

Filed in my office this 27th day of April, 2016.

BY:

  
Peggy Goudy, Village Clerk  
Village of Glen, Madison County, Illinois



INTERGOVERNMENTAL COOPERATION AGREEMENT FOR COST SHARING OF  
POOL OPERATION AND MAINTENANCE EXPENSES

THIS AGREEMENT entered into this 26<sup>th</sup> day of April, 2016, by and between the City of Edwardsville, Illinois ("City") and the Village of Glen Carbon, Illinois ("Village").

WHEREAS, the provisions of the 1970 Illinois Constitution Article VII, Section 10 and 5 ILCS/220 authorize intergovernmental cooperation agreements; and

WHEREAS, Southern Illinois University-Edwardsville officials have approached the City and Village about jointly operating the Cougar Lake Pool located on the university's campus for open public use; and

WHEREAS, the City and Village desire to share the expenses and benefits of jointly operating and maintaining the Cougar Lake Pool; and

WHEREAS, it is in the best interest of both parties hereto to enter into this Agreement for cost sharing of operation and maintenance expenses incurred on behalf of the City and the Village.

NOW, FOR AND IN CONSIDERATION OF THE FOLLOWING  
MUTUAL COVENANTS AND AGREEMENTS, the City and the Village agree as follows:

Section 1. The City shall be the lead agency on behalf of the parties and shall lease the Pool property from SIUE described in Exhibit A.

Section 2. The City and Village agree to share all costs of operating and maintaining the Pool property and any profits therefrom on a per capita population basis based upon the latest U.S. Census population counts of each party (currently City – 26,631; Village – 12,934 = 67.3% City and 32.7% Village). Before any maintenance cost item exceeding \$1000.00 is incurred, the City and Village representatives will confer and discuss such expense with each other to determine the necessity of such expense and whether it is authorized by both parties before such expenditure is made. If not so agreed no such expenditure shall be made.

Section 3. Payment for cost sharing expenses under this Agreement shall be due to the City from the Village within thirty (30) days following receipt by the Village of an itemized statement of expenses incurred by the City.

Section 4. The City shall provide the Village copies of the invoices and payroll expenses incurred relating to the operation and maintenance of the Pool property

Section 5. This Agreement will continue in full force and effect during the term of any Lease Agreement between the City and SIUE for the Pool property unless it is

terminated at an earlier date by any party by giving no less than thirty (30) days written notice of the intent to terminate this Agreement. Notice shall be deemed given when deposited in the U.S. Mail, postage prepaid, and addressed as provided below. In the event of termination of this agreement by a party, the terminating party agrees to pay its share of the costs for all services performed up to the date of termination. At least 60 days prior to any annual lease term expiration or renewal, the City and Village will meet to discuss whether to continue this Agreement and any additional capital expenses forecast for pool operations or maintenance in the future.

Section 6. Notice given hereunder shall be given to:

City of Edwardsville:  
Mayor  
118 Hillsboro  
Edwardsville, Illinois 62025

Village of Glen Carbon  
Mayor  
151 N. Main St.  
Glen Carbon, Illinois 62034

Section 7 . This Agreement shall be authorized by resolution passed by each party hereto.

CITY OF EDWARDSVILLE

By: 

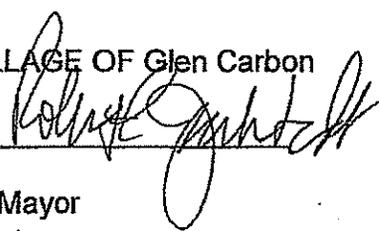
Its Mayor

Attest:

By: 

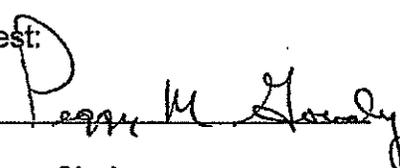
City Clerk

VILLAGE OF Glen Carbon

By: 

Its Mayor

Attest:

By: 

Village Clerk

Exhibit A

**The SIUE Cougar Lake Pool located at  
80 Recreation Road, Edwardsville, Illinois 62026, including the pool, pool building, pool  
pump house, handicap lot and road access**

## LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter, "Lease") is made on the \_\_\_\_ day of April, 2016, between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, Governing Southern Illinois University Edwardsville, (hereinafter referred to as "Landlord") and The City of Edwardsville, a City in Madison County- Illinois. (hereinafter referred to as "Tenant").

In consideration of the mutual promises and agreements of the Parties (Landlord and Tenant) hereto, as hereinafter set forth, the Parties agree as follows:

1. **LEASED PREMISES** Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto Tenant, and Tenant does hereby take from Landlord the following described premises, situated in the County of Madison and State of Illinois, described as follows:

**The SIUE Cougar Lake Pool located at  
80 Recreation Road, Edwardsville, Illinois 62026, including the pool, pool building, pool  
pump house, handicap lot and road access**

(hereinafter referred to as 'Leased Premises'), as shown on Exhibit 'A' attached hereto and hereby made a part of this Lease.

2. **TERM** The term of this Lease shall be for one (1) year commencing on the \_\_\_\_ day of \_\_\_\_\_, 2016, and ending on and including the \_\_\_\_ day of \_\_\_\_\_, 2017 unless earlier terminated as herein provided. Tenant shall have the option to renew this Lease annually upon at least 30 days written notice to the Landlord prior to expiration of any annual term.

3. **RENT** Tenant agrees to pay to Landlord as rent for the Leased Premises, during the entire term hereof, the sum of One (\$1.00) dollar per year, due and payable on or before the first day of May of each year without demand therefor.

4. **QUIET POSSESSION** Landlord does covenant that the Tenant, on paying the rent and performing the covenants herein mentioned, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the entire term hereof. In the event of a planned power outage, Landlord will notify Tenant in advance as soon as is reasonably possible.

5. **SURRENDER OF PREMISES** The Tenant will, at the expiration of this Lease, remove all of its personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to the Landlord in the same good condition which existed when it took them, to be determined at Landlord's sole discretion, normal wear and tear and damage from the elements excepted.

**EXHIBIT "A"**

If Tenant improvements are made during the term of this Lease, Landlord has the option to accept the Premises in improved condition rather than restoration.

6. **HOLD-OVER TENANCY** In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease and without execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, upon the same terms and conditions contained herein, insofar as the same terms are applicable to a month-to-month tenancy, except the rent will be 150% percent of the rent paid by Tenant immediately prior to expiration of this Lease.

7. **ASSIGNMENT OR SUBLEASE** Tenant agrees not to assign this Lease or sublet the Leased Premises, or any part thereof, or transfer or subordinate its interest hereunder in any way, without prior written consent of the Landlord.

8. **UTILITIES AND MAINTENANCE** Tenant agrees to pay the same rate as Landlord's auxiliary services for water, sewer, gas, and electric (actual cost plus utility surcharge to maintain the distribution systems: 4% water and gas, 10% electric). Telephone and Data services shall be provided for by Tenant.

**Leased Premises Maintenance shall be as follows:**

- Mowing – provided by Landlord at no cost to Tenant and mowed per the standards applied to the majority of the rest of the campus (i.e. 12' from the road). Additional mowing requests paid by Tenant to Landlord. No mowing by Tenant personnel shall occur on the Leased Premises.
- Trash – dumpster rental procured and paid for by Tenant
- Building and pool maintenance shall be Tenant's responsibility
- Janitorial maintenance and litter clean up on and around the leased site shall be Tenant's responsibility
- Any landscaping shall be Tenant's responsibility after written approval by Landlord
- Any special event needs for the Tenant shall be at Tenant's additional cost after a written proposal from the Tenant and written acceptance of Landlord
- Tenant shall give Landlord 48 hours' notice prior to draining or filling the pool. In order for Landlord to be compliant with its EPA certification of its wastewater treatment plant, draining of the pool will not take place without Landlord's approval. Landlord will cover any costs for the testing and assurance that the chemicals in the pool are safe to discharge.
- Keys for all Leased Premises are cored with the SIUE system and 3 sets shall be provided to the Tenant. Additional sets of keys shall be available at a cost of \$6 per key. Any recoring or rekeying by the Landlord shall be at the Tenant's expense.

- All winterizing of the Leased Premises, including the pool, shall be done by Landlord at the Tenant's cost. All winterizing costs shall be paid by the Tenant to the Landlord thirty (30) days after the winterizing is complete.

9. **RIGHT OF ENTRY** Landlord shall have the right to enter the Leased Premises during all (pre-arranged) business hours (except in emergency situations, for which said entry shall be immediate) for the purposes of inspecting the same (such inspections planned at least annually) or making repairs, additions or alterations thereto or to the Building in which the premises are located, or for the purpose of exhibiting said premises to prospective tenants, purchasers and others, provided such entry does not unduly interfere with Tenant's use of the Leased Premises.

Policing of the Leased Premises shall be by the Landlord's SIUE Police for routine patrol and response. Any special needs or events that require SIUE policing of the Leased Premises, other than routine patrol and response, shall be paid for by Tenant at the Landlord's rate at the time of the request.

10. **CARE OF PREMISES** The Tenant accepts the premises in the "as is" condition without any obligation on the part of the Landlord to improve same, unless specifically set forth herein, and agrees to keep said premises in good clean condition during the entire term hereof (subject to the Landlord's maintenance and operational obligations specified in Article 8 herein).

11. **USE** The Tenant will use the Leased Premises for use as a pool only, and will make no other use of said premises without the Landlord's prior written consent. The Leased Premises will not be used by the Tenant for any purpose, which is illegal, offensive or hazardous. No flammable fluids, explosives or hazardous or toxic substances will be stored in, on or about the Leased Premises. During the term of this Lease Agreement, Tenant shall comply with all applicable laws and ordinances and University rules and regulations, including its non-smoking policy, pertaining to its use of the Leased Premises.

**Alcoholic Beverages.** Tenant shall not sell, distribute, dispense, advertise or promote any alcoholic beverage (or permit any other to do the same) on the Leased Premises.

12. **LIABILITY** The Tenant agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on or about the Premises, except to the extent such injury or damage is caused by the negligent act or willful omission of the Landlord, its agents, employees or representatives. The parties agree that all claims against Landlord are subject to the Illinois Court of Claims Act, 705 ILCS 505 *et seq.*

Tenant agrees to purchase and maintain in full force during the entire term hereof a policy of General Liability Insurance in an amount not less than \$1,000,000 each claim and \$3,000,000

each occurrence for bodily injury, personal injury, property damage, including contractual liability specifically covering the parties obligation under the above hold harmless and indemnification agreement. Tenant agrees to purchase and maintain in full force during the entire term hereof a policy of Automobile Liability Insurance in an amount not less than \$500,000 each claim and \$1,000,000 each occurrence for bodily injury, personal injury, property damage, including contractual liability specifically covering the parties obligation under the above hold harmless and indemnification agreement.

Tenant shall provide a certificate of insurance for these liability requirements and name the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, Governing Southern Illinois University Edwardsville as a primary additional insured.

The Landlord is responsible for providing property coverage on the Leased premises (except for the Tenant's personal property on the leased premises).

The Landlord is in no way responsible for Tenant's Personal Property; Landlord recommends Tenant carry Personal Property Insurance.

The Tenant shall carry worker's compensation insurance to at least statutory limits for any and all workers including employer's liability.

**13. DAMAGE** In the event the Leased Premises is substantially damaged or destroyed by fire or other casualty so as to render the Leased Premises untenable, either the Landlord or the Tenant may terminate this Lease upon written notice to the other party hereto given within thirty (30) days of such damage or destruction. In the event that this Lease is not so terminated or if an inconsequential portion of the Leased Premises is so damaged or destroyed, then the Tenant has the option to rebuild and restore the Leased Premises to the condition which existed immediately prior to such damage or destruction, using reasonable diligence to accomplish said restoration and with Landlord's prior written approval. Rent during the restoration period shall abate for any portion of the Leased Premises, which is unusable to the Tenant, unless the misuse or abuse of the Leased Premises by the Tenant, its agents, representatives, invitees, employee's, etc. caused such damage or destruction. The Tenant will be responsible for the insurance deductible amount.

**14. DEFAULT** In the event of a default of any term or condition contained herein, the defaulting party shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with the defaulting party diligently pursuing correction, the non-defaulting party may elect to (1) terminate this Lease immediately and the obligations of that party as specified herein shall thereupon cease or (2) wherein the default can be cured by the expenditure of money may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to the defaulting party and the defaulting party shall pay the same

forthwith upon demand. Default situations by the Tenant shall include filing or having filed against it any bankruptcy, insolvency or similar proceeding which is not dismissed within thirty (30) days after filing, or making an assignment for the benefit of its creditors.

**15. REMEDIES CUMULATIVE-WAIVER OF RIGHTS** All remedies hereinbefore and hereafter conferred on Landlord or Tenant shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by Landlord of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Landlord or Tenant of any of the provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

**16. ALTERATIONS** The Tenant shall make no change, alteration, modification or addition to the Leased Premises, including painting or installing vending machines or signs, without the prior written consent of the Landlord. The Tenant shall be responsible for changes to the premises required by any governmental authority specifically because of the Tenant's use thereof. The Tenant is responsible for any ADA changes required in conjunction with Tenant's modification/s. The Tenant shall keep the Leased Premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for the Tenant or claimed to have been so furnished during the term of this Lease.

**17. SIGNS** All road and building signage by Tenant shall use SIUE sign standards and be approved by SIUE for design and placement. SIUE agrees to place temporary vehicle signage at the intersection of N. University Drive and E. University Drive and at the entrance to parking lot P-10. All signage shall be at tenants cost.

**18. NOTICES** Official notices required under any provision of this Lease shall be directed in writing as follows, or to such other place either party may designate in writing in advance from time to time:

Landlord:

Bob Vanzo, SIUE Lease Manager  
Campus Box 1158  
Edwardsville, IL 62026-1158  
618-650-2536

Tenant:

Tim Harr, City Administrator  
City of Edwardsville  
118 Hillsboro Ave.  
Edwardsville, IL 62025  
618-692-7520

**19. RELATIONSHIP OF THE PARTIES** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation or rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

**20. AMENDMENTS** There are no other understandings or agreements concerning the subject matter hereunder between the parties that are not incorporated in this Lease Agreement. All amendments to this Lease Agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this Lease Agreement by reference.

**21. GOVERNING LAW** The construction and interpretation of this Lease and the performance required hereunder shall be governed by the laws of the State of Illinois.

**22. PARKING** Tenant and Landlord shall share parking in Lot P-10 and Tenant shall have full use of the handicap parking lot next to the pool building. Parking lot P-10 will be maintained by Landlord. Recreation Drive and all handicap parking is provided to Tenant "as is". Any upgrades to Recreation Drive or the handicap parking shall be paid for by the Tenant.

Tenant shall pay Landlord \$2,000 annually for parking with a 3% COI annual increase. Parking fees are to be paid by Tenant at the same time the annual rent is paid.

Any additional parking locations requested by Tenant requires prior written approval of the Landlord.

SIUE Emergency "Blue" Light phone in the handicap lot shall be maintained by Landlord.

Parking is not allowed along Recreation Drive or on the grass median or shoulder.

**23. PARTIES BOUND** This Lease Agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm they have the legal authority to execute this instrument on behalf of the named party and bind said party to the covenants and conditions herein.

**24. SPECIAL CONDITIONS** In case of conflict between the provisions of these SPECIAL

CONDITIONS and the other Articles herein, these SPECIAL CONDITIONS shall prevail:

- Any Music License shall be obtained by and paid for by the Tenant. (ASCAP, BMI, SESAC)
- SIUE students and dependents shall have the right to use the pool for free with a current SIUE ID.
- **Time of operation:**
  - The pool shall open for the regular pool season no sooner than the last day of SIUE finals in the spring semester.
  - The pool shall close for the regular pool season no later than the Friday before the first day of SIUE classes in the fall semester.

**Hours of the Pool:**

- Monday – Friday: Outside of the regular pool season above, the Tenant may choose to be open for an extended season after 5 p.m. Monday – Friday.
  - Saturday and Sunday: Open and close as City determines during the regular pool season and the extended pool season.
- **Employees:** Tenant shall use its best efforts to contact qualified SIUE students as potential workers at the Leased Premises.
  - Landlord will use its best efforts to transfer to Tenant through the provisions of the Surplus Property Act, furniture and loose equipment on the Leased Premises (including, but not limited to, chair lift, lifeguard chairs, slide, bike rack, and 10 picnic tables).
    - The specific Landlord property of the refrigerator, ice machine, and AED will be moved to other Landlord facilities.
    - All other moveable equipment to be provided by Tenant.
  - All Tenant improvements and alterations to the Leased Premises shall be approved in writing by SIUE prior to the improvement or alteration.
  - Either Party can cancel the Lease Agreement with written notice to the other party by 30 days written notice.
  - Tenant shall report all injuries, property damage, other safety matters to Landlord as soon as practical after the occurrence, but no later than ten (10) days after the occurrence.

- Any policies and rules for customer use of pool and building shall be the Tenant's responsibility and shall be posted in plain view on the Leased Premises.
- The pools name is currently the "Cougar Lake Pool". Any changes to the name have to follow all the Landlord's rules and policies and approved in writing by Landlord prior to the name change.
- Tenant agrees to the Contract Certifications as attached to the Lease Agreement as "Exhibit B".
- Tenant shall acquire its own operating license for the pool from the Department of Public Health.
- Tenant shall maintain the pool and provide an accurate written inventory of chemicals used each year to the Landlord each June.
- Tenant agrees that only Pepsi products can be vended on the Leased Premises. Tenant further agrees that only Canteen Vending Services can provide vended snack machines on the Leased Premises. The Landlord's vending contracts are subject to change per the Illinois Purchasing Act. Landlord shall promptly notify Tenant of any changes in vending requirements.
- Any hazardous material disposal and clean up on the Leased Premises shall be Tenant's responsibility and at Tenant's sole cost.

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Lease Agreement on the day and year first above written.

**ON BEHALF OF THE BOARD OF TRUSTEES  
OF SOUTHERN ILLINOIS UNIVERSITY  
GOVERNING SOUTHERN ILLINOIS  
UNIVERSITY EDWARDSVILLE**

**CITY OF EDWARDSVILLE**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name: Kenneth R. Neher  
Title: Vice Chancellor for Administration**

**Name:  
Title:**

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR COST SHARING OF  
POOL OPERATION AND MAINTENANCE EXPENSES

THIS AGREEMENT entered into this 22<sup>nd</sup> day of April, 2016, by and between the City of Edwardsville, Illinois ("City") and the Village of Glen Carbon, Illinois ("Village").

WHEREAS, the provisions of the 1970 Illinois Constitution Article VII, Section 10 and 5 ILCS/220 authorize intergovernmental cooperation agreements; and

WHEREAS, Southern Illinois University-Edwardsville officials have approached the City and Village about jointly operating the Cougar Lake Pool located on the university's campus for open public use; and

WHEREAS, the City and Village desire to share the expenses and benefits of jointly operating and maintaining the Cougar Lake Pool; and

WHEREAS, it is in the best interest of both parties hereto to enter into this Agreement for cost sharing of operation and maintenance expenses incurred on behalf of the City and the Village.

NOW, FOR AND IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, the City and the Village agree as follows:

Section 1. The City shall be the lead agency on behalf of the parties and shall lease the Pool property from SIUE described in Exhibit A.

Section 2. The City and Village agree to share all costs of operating and maintaining the Pool property and any profits therefrom on a per capita population basis based upon the latest U.S. Census population counts of each party (currently City – 26,631; Village – 12,934 = 67.3% City and 32.7% Village). Before any maintenance cost item exceeding \$1000.00 is incurred, the City and Village representatives will confer and discuss such expense with each other to determine the necessity of such expense and whether it is authorized by both parties before such expenditure is made. If not so agreed no such expenditure shall be made.

Section 3. Payment for cost sharing expenses under this Agreement shall be due to the City from the Village within thirty (30) days following receipt by the Village of an itemized statement of expenses incurred by the City.

Section 4. The City shall provide the Village copies of the invoices and payroll expenses incurred relating to the operation and maintenance of the Pool property

Section 5. This Agreement will continue in full force and effect during the term of any Lease Agreement between the City and SIUE for the Pool property unless it is

**SIUE POOL ANALYSIS**

<b>Village of Glen Carbon Population</b>	<b>12,947</b>
<b>City of Edwardsville Population</b>	<b>24,663</b>
<b>Combined Population</b>	<b>37,610</b>

**$12,947/37,610 = 34.4\%$**

**$\$3,500 \times 34.4\% = \$1,204.00$  – Village Share of Study**

**Village Per Capita Cost Analysis:**

<b>\$ 100,000.00</b>	<b>\$34,400.00</b>
<b>\$ 75,000.00</b>	<b>\$25,800.00</b>
<b>\$ 50,000.00</b>	<b>\$17,200.00</b>
<b>\$ 25,000.00</b>	<b>\$ 8,600.00</b>
<b>\$ 10,000.00</b>	<b>\$ 3,440.00</b>

terminated at an earlier date by any party by giving no less than thirty (30) days written notice of the intent to terminate this Agreement. Notice shall be deemed given when deposited in the U.S. Mail, postage prepaid, and addressed as provided below. In the event of termination of this agreement by a party, the terminating party agrees to pay its share of the costs for all services performed up to the date of termination. At least 60 days prior to any annual lease term expiration or renewal, the City and Village will meet to discuss whether to continue this Agreement and any additional capital expenses forecast for pool operations or maintenance in the future.

Section 6. Notice given hereunder shall be given to:

City of Edwardsville:  
Mayor  
118 Hillsboro  
Edwardsville, Illinois 62025

Village of Glen Carbon  
Mayor  
151 N. Main St.  
Glen Carbon, Illinois 62034

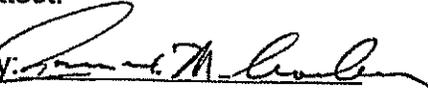
Section 7 . This Agreement shall be authorized by resolution passed by each party hereto.

CITY OF EDWARDSVILLE

By: 

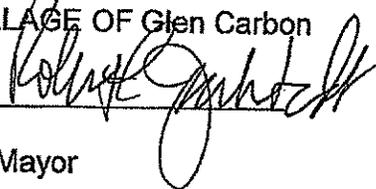
Its Mayor

Attest:

By: 

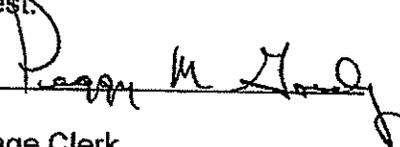
City Clerk

VILLAGE OF Glen Carbon

By: 

Its Mayor

Attest:

By: 

Village Clerk

# Memo

**To:** Honorable Mayor and Village Board

**From:** Scott Borrer, Director of Finance

**Date:** December 8, 2016

**Re:** Proposed Ordinance 2016-45 -- An Ordinance Establishing the Tax Levy and Assessment of Taxes for 2016.

SEB

---

Please find attached documents related to the establishment of the Village's tax levy for 2016. These include the following:

1. Ordinance 2016-45
2. Certification of Tax Levy Ordinance
3. Truth in Taxation Certificate of Compliance
4. A table displaying the recent history of EAV, Tax Rates, and Tax Extensions

As presented, the proposed ordinance is identical to the "maximum levy" passed via motion at the Village Board meeting on November 8<sup>th</sup>. It reflects an increase in the tax extension of \$126,935. Based on an estimated increase of the EAV to \$328.7 million, the tax rate would increase to a rate of 0.8366. The actual EAV and tax rate will be known in the spring.

A final review of the ordinance will be held by the Finance and Administration Committee prior to the Village Board meeting.

***Proposed Motion - "To approve Ordinance 2016-45, establishing the Village's Tax Levy for Tax Year 2016."***

## EQUALIZED ASSESSED VALUATION

	Tax Year 2013	Tax Year 2014	Tax Year 2015	Estimated Tax Year 2016 *
Rate Setting EAV	\$ 310,641,920	\$ 316,504,265	\$ 325,284,031	\$ 328,722,793

*\* Estimated Tax Year 2016 figure based on information provided by the Madison County Office of the Chief Assessor, less pending assessment challenges. Actual # is TBD.*

## TAX RATES

	Tax Year 2013	Tax Year 2014	Tax Year 2015	Estimated Tax Year 2016
General Fund	0.1964	0.2133	0.2152	0.2129
Bond 2011-39	0.1745	0.1685	0.1611	0.1567
Bond 2005-21	0.0421	0.0429	-	-
IMRF	0.0709	0.0727	0.0723	0.0761
Police Protection	0.0750	0.0737	0.0726	0.0730
Police Pension	0.0952	0.0948	0.0895	0.1217
Liability Insurance	0.0628	0.0632	0.0615	0.0684
Street & Bridge	0.0494	0.0511	0.0517	0.0517
ESDA	0.0010	0.0010	0.0010	-
Social Security	0.0805	0.0790	0.0815	0.0761
<b>Total Rate</b>	<b>0.8478</b>	<b>0.8602</b>	<b>0.8064</b>	<b>0.8366</b>
Change in Rate	-0.0331	0.0124	-0.0538	0.0302
Change (%)	-3.8%	1.5%	-6.3%	3.7%

## TAX EXTENSIONS

	Tax Year 2013	Tax Year 2014	Tax Year 2015	Tax Year 2016
General Fund	\$ 610,101	\$ 675,104	\$ 700,011	\$ 700,000
Bond 2011-39	542,070	533,310	524,033	515,025
Bond 2005-21	130,780	135,780	-	-
IMRF	220,245	230,099	235,180	250,000
Police Protection	232,981	233,264	236,156	240,000
Police Pension	295,731	300,046	291,129	400,000
Liability Insurance	195,083	200,031	200,050	225,000
Street & Bridge	153,457	161,734	168,172	170,000
ESDA	3,106	3,165	3,253	-
Social Security	250,067	250,038	265,106	250,000
<b>Levy Total</b>	<b>\$ 2,633,622</b>	<b>\$ 2,722,570</b>	<b>\$ 2,623,090</b>	<b>\$ 2,750,025</b>
Change (\$)	\$ (103,728)	\$ 88,947	\$ (99,479)	\$ 126,935
Change (%)	-3.8%	3.4%	-3.7%	4.8%

**ORDINANCE 2016-45**

**An Ordinance for the Tax Levy and Assessment of Taxes for 2016 for the Village of Glen Carbon, Madison County, Illinois**

BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Carbon, Madison County, Illinois:

SECTION 1: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy for the current year 2016 is hereby ascertained to be the sum of \$2,750,025.00.

SECTION 2: The amount levied for each object purpose is as follows:

<u>TAX</u>	<u>STATUTORY REFERENCE</u>	<u>TAX LEVY</u>
Corporate	65 ILCS 5/8-3-1	\$ 700,000.00
Police Protection	65 ILCS 5/11-1-3, 5/11-1-5.1	240,000.00
Social Security Fund	40 ILCS 5/21-110, 5/21-110.1	250,000.00
Illinois Municipal Retirement Fund	40 ILCS 5/7-171	250,000.00
Tort Judgements, Liability and Property Insurance	745 ILCS 10/9-107	225,000.00
Street and Bridge	65 ILCS 5/11-81-2	170,000.00
Police Pension Fund	40 ILCS 5/3-125	400,000.00
2011A General Obligation Debt Fund	65 ILCS 5/11-126-2	515,025.00
<b>TOTAL TAX LEVY</b>		<b>\$ 2,750,025.00</b>

SECTION 3: That the sum of \$2,750,025.00 ascertained as above set out, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Glen Carbon according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

SECTION 4: This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5: That there is hereby certified to the County Clerk of Madison County, Illinois the several sums aforesaid, constituting the total amount of \$2,750,025.00, and which the Village of Glen Carbon requires to be raised by taxation for the current tax year, and the Village Clerk is directed to file with the County Clerk of Madison County, Illinois on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This ordinance shall be effective upon its passage and recording in the Office of the Village Clerk.

Adopted this 13<sup>th</sup> day of December, 2016 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved by me this 13<sup>th</sup> day of December, 2016

---

Robert L. Jackstadt, Mayor

ATTEST:

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Peggy Goudy, Village Clerk

**CERTIFICATION OF TAX LEVY ORDINANCE  
VILLAGE OF GLEN CARBON**

The undersigned, duly elected, qualified and acting Clerk of the Village of Glen Carbon, Madison County, Illinois does hereby certify that attached hereto is a true and correct copy of the Tax Levy Ordinance 2016-45 of said Village.

This certification is made and filed pursuant to the requirements of 65 ILCS 5/8-3-1 and on behalf of the Village of Glen Carbon, Madison County, Illinois.

Dated this 13<sup>th</sup> day of December, 2016

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Peggy M. Goudy, Village Clerk

Filed this 14<sup>th</sup> day of December, 2016

---

County Clerk, Madison County, Illinois

**TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE  
VILLAGE OF GLEN CARBON**

I, the undersigned, hereby certify that I am the presiding officer of the Village of Glen Carbon, Madison County, Illinois, and as such presiding officer I certify that the tax levy Ordinance 2016-45, a copy of which is attached was adopted pursuant to, and in all respects in compliance with the provision of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the boxes below:

1) The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the "Truth in Taxation" law.

2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore a notice and a hearing were not necessary.

3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the "Truth in Taxation" law.

4) The adopted levy exceeds that amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the "Truth in Taxation" law.

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

Presiding Officer: \_\_\_\_\_



## Village of Glen Carbon

151 North Main · P.O. Box 757 · Glen Carbon, Illinois 62034

Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

# Memo

**To:** Finance and Administration Committee Members  
**From:** Jamie Bowden, Village Administrator  
**Date:** December 6, 2016  
**Re:** Approval of Resolution 2016-26 regulating the reimbursement of travel expenses.

---

Attached for your review are the following items:

- 1) Resolution Number- 2016-26
- 2) Travel Policy
- 3) Redline Travel Policy

The adoption of the policy is required by January 1, 2017 as enacted by HB 4379.

All travel expense will be budgeted annually. Currently, the Village requires submittal of receipts and proper authorization.

The act requires the Village Board to take action if the expense exceeds set limits.

***Proposed Motion: "To recommend approval of Resolution 2016-26 regulating the reimbursement of travel expenses."***

**RESOLUTION NUMBER 2016-26**

**A RESOLUTION REGULATING THE REIMBURSEMENT OF TRAVEL EXPENSES**

**WHEREAS**, the Illinois Legislature enacted HB4379, known as the “Local Government Travel Expense Control Act” (P.A. 99-604) which requires all state and local governments to enact an expense reimbursement policy; and

**WHEREAS**, the Village of Glen Carbon currently has a policy in their employee handbook related to expense reimbursement that needs to be modified to conform to the standards of HB4379

**NOW THEREFORE BE RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLEN CARBON** that the Village of Glen Carbon approves the attached travel policy (Exhibit A ) in substantially the form as attached hereto and made a part hereof.

**THIS RESOLUTION IS PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLEN CARBON, AND APPROVED BY THE MAYOR OF SAID VILLAGE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
Robert L. Jackstadt, Mayor

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Peggy M. Goudy, Village Clerk

## EXHIBIT A

### 18.3 Travel Policy

#### 18.3.1 Policy Statement:

The Village of Glen Carbon openly and actively encourages its employees, officials and representatives to seek out and attend professional conferences, seminars, workshops and other opportunities for professional development. A wealth of knowledge is gathered and exchanged as professionals from related fields learn new developments that impact their respective community(s) and improve the quality of life for residents.

Professional conferences are educational events that allow attendees to:

- spur progress and manage growth
- maintain compliance with state and municipal standards and statutes
- develop and implement cost control strategies
- identify and implement ways to improve operations
- market your community

Professional development is more than sharing information and networking. Professional development is no longer just a tool to help manage. It has manifested into a necessity in today's complex and challenging local government environment.

#### 18.3.2 Policy:

The policy of the Village of Glen Carbon Board of Trustees is to reimburse employees and Village Officials for reasonable authorized expenses that are incurred by them in the performance of their duties. Travel expenses are expenses that are ordinary and necessary to accomplish Village business. All official travel must be properly authorized and reported before being reimbursed. Employees must timely submit receipts for all travel related expenses. The Finance and Administration Committee will review and revise rates annually. An exception to this would be a revision that coincides with a special adjustment made by the IRS to the standard mileage rate. It is the traveler's responsibility to report his/her actual travel expenses in a responsible and ethical manner. Travelers may not approve the reimbursement of their own travel expenses. The Village of Glen Carbon does not provide cash advances for travel except for emergency travel approved on a case-by-case basis by the Village President.

#### 18.3.3 Transportation Expenses:

All travel must be by the most economical mode of transportation available considering travel time, costs and work requirements. All travel must be the most direct route. Modes of transportation authorized for official travel include automobiles, railroads, airlines, buses, taxicabs and public transportation. Village owned vehicles may be used when most economical and available.

Transportation expenses include the following: commercial carrier air fares, rental car charges including fuel, fees, applicable taxes (excluding the collision damage waiver and personal accident insurance) privately owned vehicle (POV) mileage allowance, emergency repairs to Village owned vehicles, overnight and day auto parking, round trip mileage to and from a common carrier, bridge and road tolls, taxi and public transportation fees.

Transportation tickets or e-tickets must be procured in advance to secure the lowest possible rate/discount. The maximum amount allowable for transportation expenses under this policy for any single trip is \$1,000.00. In the event the cost of transportation exceeds this limit, the cost of transportation may only be incurred by the employee and reimbursed to the employee following approval by the Board of Trustees for the Village by roll call vote at an open meeting.

Mileage allowance shall be computed from the traveler's headquarters' (residence or work location) and the common carrier or destination. Expenses for travel between the traveler's residence and headquarters (commuting) are not allowed. If two or more persons on business share a POV, only the driver can claim reimbursement for mileage. An employee who uses a POV on Village business must provide proof of liability insurance if required. A print out from [www.mapquest.com](http://www.mapquest.com) should be attached to verify mileage or a similar source.

#### 18.3.4 Lodging Expenses:

Only commercial lodging may be reimbursed. It is the responsibility of each employee to request the lowest available lodging rate at the time of making a reservation. The maximum amount allowable for lodging expenses under this policy for any single trip is \$400.00/night, exclusive of any added taxes. In the event the nightly cost of lodging exceeds this limit, the cost of lodging may only be incurred by the employee and reimbursed to the employee following approval by the Board of Trustees for the Village by roll call vote at an open meeting.

Conference lodging or lodging at official meeting hotels must be utilized first to avoid additional expenses i.e. transportation to and from the conference center unless an equal or lesser price is negotiated by the Village. Lodging expenses consist of the itemized room rate plus any applicable taxes. Room service charges, mini bar charges, movie rentals, fitness center fees, bar tabs and alcoholic beverage are not reimbursable lodging charges and are incurred at the traveler's expense.

#### 18.3.5 Meal Allowance

Village employees and Village Officials are eligible for a meal allowance when you are in travel status for more than 12 hours. Travelers will be reimbursed for actual meal expenses up to the maximum allowable rate (MAR) as set forth by the General Services Administration (GSA). The traveler's temporary duty station determines the reimbursement rate. The GSA rate can be obtained at [www.gsa.gov](http://www.gsa.gov) or by contacting the Director of Finance.

The meal allowance starts on the day of departure from home or official work station and ends the day you return to home or office. The first and last day of travel is reimbursable at 75% of the meal allowance (MAR). When travel must begin before 6:00 a.m. or ends after 7:00 p.m. then the first and last days of travel are covered at 100%. Full days of travel are reimbursable at 100% (MAR). Meals that are included in the cost of a seminar, training session or conference registration are not reimbursable.

Notwithstanding the applicable MAR, the maximum amount allowable for per diem meal expenses under this policy for any single trip is \$150.00. In the event the cost of meals exceeds this limit, the cost of meals may only be incurred by the employee and reimbursed to the employee following approval by the Board of Trustees for the Village by roll call vote at an open meeting.

Department Heads or Board Members involved in meetings during their regular course of Village business may be reimbursed for meal expenses for all individuals in attendance. Such expenses must be approved by the Mayor. All individuals and the purpose of the meeting must be noted on the travel expense report.

#### 18.3.6 Miscellaneous Expenses:

The cost of business related expenses related to special services, if reasonable, are generally reimbursable. For example, conference or seminar registration, a fee for CEU's, exhibit space, laundry or dry cleaning if on travel status for at least seven consecutive days, baggage handling, faxes, copying, word processing, business telephone calls or calls to announce a safe arrival or a change in travel plans that last five minutes or less, tipping etc. \*This list is not an all-inclusive list.

#### 18.3.7 Non-reimbursable Expenses:

Examples of non-reimbursable expenses are:

- A. Alcoholic beverages
- B. Entertainment, including but not limited to shows, amusements, theaters, circuses, or sporting events, unless such entertainment activity is ancillary to the program or event.
- C. Late check-out and room upgrade charges
- D. Parking tickets or other traffic tickets
- E. Meals for spouse/guest
- F. Travel expenses for a spouse/guest
- G. Conference or seminar registration for a spouse/guest

\*This list is not an all-inclusive list.

#### 18.3.8 Reporting Travel Expenses:

A travel expense report must be used to account for all travel expenses incurred in connection with official Village travel. This form must be used to reimburse the traveler for any additional amounts due. The approved travel expense form must be submitted to the Director of Finance within five business days after travel is completed. The total amount of all expenses pertaining to one particular trip must be accounted for on the form. Travelers must itemize all expenses, including meals.

Substantiation of expenses must include the date and time of departure from and return to the traveler's home or office, the origin and destination of the trip, the purpose of the trip and the amount of expenditures listed by date. Original itemized receipts for transportation, lodging, meals and miscellaneous expenses must be submitted with a signed travel expense report. A copy of a credit card statement may be acceptable if an original receipt is not submitted. The traveler and the department head (the Village President must sign if the traveler is a department head) must sign the report to authenticate and verify the submission. Travel expense reports are processed as follows:

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- C. Returned to accounts payable for payment. The Village Treasurer must approve the Village President's travel expenses. If a receipt(s) is missing and a duplicate cannot be obtained, the traveler must provide a written statement certifying the expense including all pertinent details. If travelers dine together and split the cost of the meal both travelers must copy and sign the receipt.

#### 18.3.9 Emergency Travel

On occasion emergency or unplanned travel may be necessary. The Village President may determine and approve emergency travel on a case-by-case basis. A cash advance for travel expenses may also be approved by the Village President on a case-by-case basis. Certain provisions of this policy may be waived when responding to catastrophic destruction. The Federal Travel Regulation(s) GSA shall be used as a model in emergency situations.

\*\*\*Per Illinois State Statute(s) employees of the Glen Carbon Centennial Library are governed by the Library Board and follow the policies and procedures set forth by the Library Board. Employees of the Glen Carbon Centennial Library are exempt from this policy.

### 18.3 Travel Policy

#### 18.3.1 Policy Statement:

The Village of Glen Carbon openly and actively encourages its employees, officials and representatives to seek out and attend professional conferences, seminars, workshops and other opportunities for professional development. A wealth of knowledge is gathered and exchanged as professionals from related fields learn new developments that impact their respective community(s) and improve the quality of life for residents.

-Professional conferences are educational events that allow attendees to:

- spur progress and manage growth
- maintain compliance with state and municipal standards and statutes
- develop and implement cost control strategies
- identify and implement ways to improve operations
- market your community

Professional development is more than sharing information and networking. Professional development is no longer just a tool to help manage. It has manifested into a necessity in today's complex and challenging local government environment.

#### 18.3.2 Policy:

The policy of the Village of Glen Carbon Board of Trustees is to reimburse employees and Village Officials for reasonable authorized expenses that are incurred by them in the performance of their duties. Travel expenses are expenses that are ordinary and necessary to accomplish Village business. All official travel ~~shall~~must be properly authorized, ~~and reported and before being reimbursed.~~ Employees must timely submit receipts for all travel related expenses. The Finance and Administration Committee ~~shall~~will review and revise rates annually. An exception to this would be a revision that coincides with a special adjustment made by the IRS to the standard mileage rate. It is the traveler's responsibility to report his/her actual travel expenses in a responsible and ethical manner. Travelers may not approve the reimbursement of their own travel expenses. The Village of Glen Carbon does not provide cash advances for travel except for emergency travel approved on a case-by-case basis by the Village President.

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# Village of Glen Carbon

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151 North Main · P.O. Box 757 · Glen Carbon, Illinois 62034

Phone: (618) 288-1200 · Fax: (618) 288-1645

[www.glen-carbon.il.us](http://www.glen-carbon.il.us)

## Memo

**To:** Honorable Mayor and Village Trustees

**From:** Jamie Bowden, Village Administrator

**Date:** December 6, 2016

**Re:** Approval of 2017 Homecoming Budget

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Attached for your approval is the 2017 Homecoming Budget recommended by the Community Events Committee.

***Proposed Motion: "To approve the 2017 Homecoming Budget as presented."***

Homecoming 2016

	<u>2016</u>	<u>2017</u>
<b>Revenues:</b>		
Donations	14,775.00	15,000.00
Sales (Alcohol)	3,365.00	3,500.00
Ticket Sales	9,007.92	8,500.00
Booth Fees	5,025.00	5,500.00
<b>Total Revenues:</b>	<u>32,172.92</u>	<u>32,500.00</u>
<b>Expenses:</b>		
Music	8,100.00	10,500.00
Alcohol	-	
Advertising	1,737.90	1,000.00
Entertainment:		
Fireworks	6,100.00	8,500.00
Bubble Bus		500.00
Balloon Creations	240.00	400.00
Photos	500.00	500.00
Fredbird	-	600.00
Ice	-	
Portapotties	2,750.00	2,800.00
Light Towers	428.00	500.00
Electrical Service	1,280.40	1,300.00
Tent, tables, & chairs	1,150.00	1,200.00
Misc:		
Postage, envelopes, paper	163.23	200.00
Parade signs/banners	-	1,000.00
Tablecloths, carpets, etc.	-	500.00
Garbage bags/grounds supplies	356.86	400.00
Hospitality Tent		100.00
Fencing caps/ties	-	100.00
Diesel for Command Center	92.45	100.00
Giveaways:		
Candy for Parade	86.44	100.00
Koozies/Water bottles		1,500.00
T-shirts	470.00	600.00
VIP Area	-	100.00
<b>Total Expenses:</b>	<u>23,425.27</u>	<u>32,500.00</u>
<b>Net Income:</b>	<b>8,747.65</b>	-