

REGULAR BOARD MEETING AGENDA – FEBRUARY 1, 2016 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. January 19, 2016 - Regular Board Meeting – **Exhibit A**
5. Finance
 - 5 – 1. Finance Committee Meeting – Wednesday, January 27, 2016 - 6:00 p.m. – **Exhibit B**

5 – a. Board Report - MFT:	\$ 37,375.42
5 – b. Board Report – Utility Refunds:	\$ 742.34
5 – c. Board Report – ACH Transfer/IMEA Bill	\$ 226,492.49
5 – d. Board Report - General:	\$ 190,250.25
 - 5 – 1a. Recommend Purchase of 2006 GMC 7500 Truck not to exceed \$57,800 – **Exhibit C**
6. Treasurer’s Report
7. Attorney’s Report
8. ESDA Report
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s February 1, 2016 Report – **Exhibit D**
11. Recommendations of Boards and Commissions
12. Contracts, Releases, Agreements and Annexations
13. Bids – None.
14. Resolutions –
 - 14 – 1. Resolution #16-01: A Resolution Referring Proposed Amendments to the Subdivision Code, Zoning Code and Comprehensive Plan to the Plan Commission for Public Hearing and Recommendation – **Exhibit E**
15. Ordinances –
 - 15 – 1. Ordinance #1567: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Loan Agreement with the Illinois Environmental Protection Agency – **Exhibit F**
 - 15 – 2. Ordinance #1568: An Ordinance Declaring Certain Property to be Surplus – **Exhibit G**
 - 15 – 3. Ordinance #1569: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement between the Village and AH Realty Advisors, LLC for Professional Services – **Exhibit H**
 - 15 – 4. Ordinance #1570: An Ordinance Authorizing the Sale of Lot 18 of the Industrial Park – **Exhibit I**
16. Old Business
17. New Business – Resignation of Trustee Elizabeth Niebruegge
18. Appointments –
 - 18 – 1. Appointment of Denise Albers as Trustee
19. Committee Meeting Minutes/Recommendations -
 - 19 – 1. Legal/Ordinance Committee Meeting – Wednesday, January 27, 2016 - 5:00 p.m. - **Exhibit J**
 - 19-1a. Recommend Combination of Plan Commission and Board of Appeals to Plan Commission for Review and Public Hearing
 - 19-1b. Recommend Entering into IEPA Loan Agreement – see item #15-1 above
 - 19 – 2. Personnel/Police Committee Meeting – Wednesday, January 27, 2016 – 6:00 p.m. – **Exhibit K**
 - 19-2a. Recommend Officer Boeving be sent to ISP Canine Training
 - 19-2b. Recommend the 1984 Harley Motorcycle that was Seized be Declared Surplus – see item #15-2 above
 - 19-2c. Recommend Scott Pensoneau be hired for the full-time Crew Worker position
20. Upcoming Meetings
 - 20 – 1. Electric Committee Meeting – Wednesday, February 10, 2016 – 5:30 p.m.
 - 20 – 2. Water/Sewer Committee Meeting – Wednesday, February 10, 2016 – 6:00 p.m.
 - 20 – 3. Streets Committee Meeting – Wednesday, February 10, 2016 – 6:30 p.m.
 - 20 – 4. CLOSED IN OBSERVANCE OF PRESIDENTS’ DAY – Monday, February 15, 2016
 - 20 – 7. Board Meeting - Tuesday, February 16, 2016 - 7:30 p.m.

21. Village President's and Trustees' Comments

22. Staff Comments

23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 - (c)(2)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Elizabeth Niebruegge
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies

VILLAGE OF FREEBURG

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

FREEBURG REGULAR BOARD MEETING TUESDAY, JANUARY 19 2016 @ 7:30 P.M. BOARD MEETING MINUTES

EXHIBIT A
VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Tuesday, January 19, 2016 in the Freeburg Municipal Board Room.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Lisa Meehling – here; Trustee Ramon Matchett, Jr. – here; Trustee Elizabeth Niebruegge – here; Trustee Dean Pruett – here; Trustee Mike Blaies – here; Trustee Matt Trout – absent; Mayor Seth Speiser – here; (6 present, 1 absent). Mayor Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes from Monday, January 4, 2016 Regular Board Meeting for approval.

Trustee Elizabeth Niebruegge motioned to accept the minutes from the Regular Board Meeting Monday, January 4, 2016 and Trustee Ramon Matchett, Jr seconded the motion. All voting aye, the motion carried.

FINANCE: None.

ATTORNEY'S REPORT: None.

ESDA REPORT: ESDA Coordinator Gene Kramer talked about the following:

1. On Tuesday January 5, 2016, he took a PL day from ISP to make the interchange between the Motorola CM200 that suffered from variations in transmitting output to our repaired spare CM200.
2. Illinois Emergency Services Management Association. Gene said the yearly insurance and membership renewal forms have not been received by all Freeburg ESDA members.
3. Per request of the Village Administrator, submitted the budget information requested that will provide for additional portable communications via VHF radio with trustees and the Mayor and administrator for special events.
4. Review of the Village ESDA/EMA Emergency Operations Plan will be targeted for the month of February 2016.
5. FEMA and Homeland Security is continuing on the expansion and modernization of IPAWS to incorporate evolving innovations that allow them to better warn citizens of impending disasters.

Village of Freeburg Board Meeting Minutes
Tuesday, January 19, 2016
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PUBLIC PARTICIPATION: None.

REPORTS AND CORRESPONDANCE:

EXHIBIT B:

Zoning Administrator's Report: Mayor Speiser said next we have our Zoning Administrator's Report. Are there any questions for Zoning Administrator Henning? Hearing none we will move on.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS. None.

BIDS: None.

RESOLUTION: None.

ORDINANCE: None.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT C:

Electric Committee Meeting:

Trustee Mike Blaies called the meeting of Electric Committee to order at 5:30 p.m. on Wednesday, January 6, 2016.

The following items were talked about or discussed:

OLD BUSINESS:

1. Surplus Temporary Service Equipment: Trustee Blaies said Head Lineman Krauss stated we currently have the Expedition, genet and the fogger on Ibid. The reserves have been met, so they will be sold. The patrol cars and poles will go live on Monday.
2. IMEA: Trustee Blaies said Public Works Director John Tolan is working on the grant application to use it for the VFDs at the Save Site pump station.
3. Clearwave Proposal: Trustee Blaies said we have nothing new.
4. South Loop Extension: Trustee Blaies said Shane has nothing new on this.
5. LED Street Lighting: Trustee Blaies said Shane found a replacement for the highway lights and installed one today by the water station at the old power plant.
6. Lighting Decorations: Shane is meeting with the representative from Temple Display. They are going to look at our old decorations to see if we can rehab those at a lower cost.
7. South Sub Roof: We are waiting on estimates for the roof. This will be done in the next year's budget.

NEW BUSINESS:

1. Trustee Blaies said we talked about getting rid of the old banners. Tony recommended we go to everyone that purchased one and see if they want their old banner. We talked about Zach Kramper being stepped up to the next level of journeyman lineman.

Trustee Mike Blaies motion Zach Kramper be promoted to journeyman lineman at a pay rate of \$28.77 per hour retroactive to January 1, 2016 and Trustee Ramon Matchett, Jr. seconded the motion.

ROLL CALL: Trustee Mike Blaies – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Dean Pruett – aye; Trustee Lisa Meehling – aye; Trustee Elizabeth Niebruegge – aye; Trustee Matt Trout – absent; (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.

GENERAL CONCERNS: Trustee Blaies stated John advised us at the last IMEA Executive Board Meeting, Doc Mueller stated he is going to retire at the beginning of 2017. IMEA will look for someone working in D.C. or Springfield. John wants to get more involved with IMEA, and would like to see the nuts and bolts of their budget. Tony said he and some other mayors have formed a group to look at the rates and try to propose something that would benefit Freeburg and other smaller communities.

EXHIBIT D:

Public Works Committee Meeting: (Trash/Water/Sewer)

Trustee Dean Pruett called the meeting of Public Works Committee to order at 6:00 p.m. on Wednesday, January 6, 2016.

The following item or items were talked about or discussed:

OLD BUSINESS:

Trustee Pruett said discuss the FHS Water contract which we passed as an Ordinance #1566 early on the agenda.

1. Sewer project: Trustee Pruett said Administrator Funderburg said we had one more document for the mayor to sign.
2. Sewer Issues: Trustee Pruett said Public Works Director Tolan said we got 6.5 inches of rain over 3 to 4 days. We did have to pump at Mrs. Hill's home on East Apple Street. We had two water issues in Meadowbrook. We are taking care of two intendants.
3. Countryside Lane Annexations: Village Administrator Funderburg is working with the new homeowner on Countryside Lane. The new homeowner is willing to annex, and is asking for a couple of things before he signs. Village Administrator Funderburg said he will bring this back to the committee before finalizing the negotiations.
4. New Truck/Dump Truck: Trustee Pruett said he found a truck in our price range. We will be receiving all information shortly.

NEW BUSINESS: Public Works Director Tolan reported another leak in the SAVE tower. It is now leaking around the base, and we have tried to fix it. John has Cady Aquastore coming out next week to fix it.

EXHIBIT E:

Public Property Committee Meeting: (Streets/Municipal Center/Pool/Parks & Recreation)

Trustee Elizabeth Niebruegge called the Public Property Committee Meeting to order at 6:30 p.m. on Wednesday, January 6, 2016.

The following items were talked about or discussed under:

POOL:

OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Trustee Niebruegge said Village Administrator Funderburg spoke with LRB Construction, and confirmed when they get an opening they will build it. It should be ready when the pool opens. Public Works Director Tolan would like to seal and stripe the parking lot at the pool. Trustee Niebruegge said Julie said we have four lifeguards not returning this year. Julie will advertise in next week's paper.

NEW BUSINESS:

1. Trustee Niebruegge said Julie will bring hiring and pricing to next month's meeting. Trustee Niebruegge said Pool Manager Scott said the PE teacher wants a price and guidelines. Pool Manager Scott would like the board to consider a way to accept credit/debit cards. Tony said at the present time, it is too expensive to get internet out there. Tony said with Clearwave, hopefully we could tie it together by fiber. Tony will check to see if we can get the same type system that the Police Department has to make this work.

STREETS:

OLD BUSINESS:

1. Safe Routes to School: Administrator Funderburg advised we are completing the payment on the project across the street. For the other SRTS, we need a full set of plans delivered to IDOT by March. The railroad stated the project will be done, but there will be a gap for a little bit. The Committee approve Rhutasel and Associates pay request #2 in the amount of \$373.07. Also approved Rhutasel and Associates pay request #6 in the amount of \$298.46.
2. MFT/Ditch on North Main: The committee discussed whether or not to use slag or limestone for oil and chipping. John said there is another treatment you can use when you use limestone. First you put chlorine down which is supposed to make it bind better. John is going to look into this more, because he is concerned about the chlorine and where it goes.
3. Drainage Problem Areas/Southgate Dr./Countryside Lane: Public Works Director Tolan said we had a lot of rain last week 6.5 inches in 3 to 4 days. He said they watched our problem areas and took pictures and did not see any issues with them.
4. Community Compost Area/Leaf Program: Trustee Niebruegge said the leaf program is done. John said our leaf machines have taken a beating. We should be thinking about getting a new machine.
5. East Apple issues: Trustee Niebruegge said there is a collector streets grant that is an 80/20 match. This project would actually happen 3 to 5 years out. Trustee Niebruegge said if this project needs to happen, we need to get it in the budget. Tony explained the penalties with this grant if you enter into the agreement.

6. Honor Tree Program: Administrator Funderburg and Trustee Matt Trout will pull something together and get it written up. This can go along with the benches that Matt had mentioned.

NEW BUSIENESS: Trustee Niebruegge said in with regard to the benches, Trustee Trout has talked to some of the Realtor's Associations. They will write the grant and do all the work for us.

UPCOMING MEETINGS:

Legal/Ordinance Committee Meeting – Wednesday, January 27, 2016 – 5:30 p.m.

Finance Committee Meeting – Wednesday, January 27, 2016 – 6:00 p.m.

Personnel/Police Committee Meeting – Wednesday, January 27, 2016 – 6:30 p.m.

Board of Appeals Hearings – Thursday, January 28, 2016.

Board Meeting – Monday, February 1, 2016 – 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Elizabeth Niebruegge – No thank you.

Trustee Lisa Meehling – No thank you.

Village Clerk Jerry Menard – She said Trustee Blaies and herself have completed a course in Government Ethics Training. And was glad that she had someone to go with.

Trustee Mike Blaies – He said the Government Ethics Training was a great way to get to know the right things about government. They will be holding another one in the spring most likely, and hopes more of us can attend.

Trustee Ramon Matchett, Jr. – No thank you.

Trustee Dean Pruett – No thank you.

Village Administrator Tony Funderburg – No thank you.

Village Attorney Brian Manion – No thank you.

Zoning Administrator Gary Henning – No thank you.

Mayor Speiser - He Thanked everyone for coming this evening.

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee Dean Pruett motioned to adjourn the meeting at 7:49 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, motion carried.



Jerry Lynn Menard

Village Clerk

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Mathew Trout

Dean Pruett

Elizabeth Niebruegge

Lisa Meehling

Ray Matchett, Jr.

Mike Blaies

VILLAGE OF FREEBURG

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PUBLIC WORKS DIRECTOR

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POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster & Keck, P.C.

Finance Committee Meeting
 (Finance/Industrial Park/Economic Development/Budget)
 (Matchett/Meehling/Niebruegge/Trout)
 Wednesday, January 27, 2016 at 6:00 p.m.

Chairman Ray Matchett officially called the meeting of the Finance Committee to order at 6:07 p.m. on Wednesday, January 27, 2016. Those in attendance were Chairperson Ray Matchett, Trustee Lisa Meehling, Trustee Elizabeth Niebruegge, Trustee Matt Trout, Mayor Seth Speiser, Treasurer Bryan Vogel, Trustee Mike Blaies, Trustee Dean Pruett, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg, Finance Clerk Debbie Pierce and Office Manager Julie Polson. Guests present: Denise Albers and Janet Baechle.

A. REVIEW OF BOARD LISTS: The only expense questioned was the boot allowance. Public Works Director Tolan confirmed it is \$200 per year and can be carried over one year.

B. REVIEW OF INVESTMENTS: Administrator Funderburg stated the bid procedure was followed per the code book. All bids came in via fax to Julie. We also looked at the credit unions to compare rates. The code states it goes to the highest interest rate. Tony confirmed the CDs are renewed and that is reflected on the investment register.

C. INCOME STATEMENT: Administrator Funderburg said we are in good shape overall.

D. TREASURER'S REPORT: None.

E. OLD BUSINESS:

1. Approval of December 30, 2015 Minutes. Trustee Lisa Meehling motioned to approve the December 30, 2015 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting yea, the motion carried.
2. Attorney Invoices: No questions.
3. Sign at Industrial Park: Nothing new.
4. 3-to-5 year plan/Strategic Plan: Once the budget approved, Tony will revisit the 3- to 5-year plan and strategic plan and update them. Tony is attending the administrator's conference next week and will obtain good information from that. We are working on the Waste Management contract renewal. Tony confirmed we are caught up on the state revenues.
5. Newsletter: Tony advised we are in need of events for the next newsletter. It will encompass April, May and June. Trustee Blaies stated ESDA is not using the high school

as a shelter anymore on a regular basis. Suggestions for the newsletter include spring clean up and storm weather preparedness.

F. NEW BUSINESS:

1. Purchase/Finance of 2006 GMC 7500 Truck: TF said this is the dump truck that Dean and John have been researching. Budgeted \$90K and getting it for 558K, has a plow and spreader already on it. MT/LM purchase of truck not to exceed \$57,800. JT said they received several recommendations from other communities. Mike asked if warranty and JT said yes, he believes it is a one-year warranty.

2. Budget: Tony was hoping to have it tonight but he did not get it done. The department heads are in the process of reviewing it. We will hold a Committee as a Whole to go through it.

Administrator Funderburg asked for an executive session to discuss real estate.

EXECUTIVE SESSION

6:24 P.M.

Trustee Elizabeth Niebruegge motioned to enter into Executive Session at 6:24 p.m. citing real estate transactions 5 ILCS, 120/2-(c)(5), and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:30 P.M.

Trustee Matt Trout motioned to reconvene the Finance Committee meeting at 6:31 p.m. and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried.

G. PUBLIC PARTICIPATION: None.

H. ADJOURN: *Trustee Matt Trout motioned to adjourn the meeting at 6:32 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

SYS DATE: 12/30/15
 FROM: 11/30/15

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 543
 Wednesday December 30, 2015

SYS TIME: 14:22
 [NB]

TO: 12/30/15

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
=====						
ANIXTER POWER SOLUTIONS, LLC		12/30/15		50309	619.80	
3064532-01	53-40-615		EL SUPPL, INFRASTRUCTURE			474.00
3064532-02	53-40-617		EL SUPPLIES, STREET LIGHTING			145.80
CARLTON, JESSIE		12/30/15		50310	8280.22	
BOOT ALLOW ' 15	51-42-471		WR UNIFORM RENTAL			133.33
	52-43-471		SR UNIFORM RENTAL			133.33
	53-40-471		EL UNIFORM RENTAL			133.34
MEDICAL	01-41-534	12/30/15	ST MEDICAL			3152.09
	51-42-534		WR MEDICAL			2364.07
	52-43-534		SR MEDICAL			1182.03
	53-40-534		EL MEDICAL			1182.03
CLEAN THE UNIFORM CO	HIGHLAND	12/30/15		50311	1190.18	
31783545	51-42-471		WR UNIFORM RENTAL			83.37
	52-43-471		SR UNIFORM RENTAL			83.37
	53-40-471		EL UNIFORM RENTAL			83.38
31785472	51-42-471		WR UNIFORM RENTAL			83.37
	52-43-471		SR UNIFORM RENTAL			83.37
	53-40-471		EL UNIFORM RENTAL			83.38
	51-42-652		WR OPERATING SUPPLIES			36.54
	52-43-652		SR OPERATING SUPPLIES			36.54
	53-40-652		EL OPERATING SUPPLIES			36.55
31787419	51-42-471		WR UNIFORM RENTAL			72.17
	52-43-471		SR UNIFORM RENTAL			72.17
	53-40-471		EL UNIFORM RENTAL			72.17
	51-42-652		WR OPERATING SUPP			28.70
	52-43-652		SR OPERATING SUPP			28.70
	53-40-652		EL OPERATING SUPP			28.70
31789345	51-42-471		WR UNIFORM RENTAL			92.57
	52-43-471		SR UNIFORM RENTAL			92.57
	53-40-471		EL UNIFORM RENTAL			92.56
COMMUNICATION REVOLVING FUND		12/30/15		50312	139.56	
T1618107	01-21-539		PD OTHER PROF SERVICES			139.56
COVENTRY HEALTH CARE OF MO, I		12/30/15		50313	23942.31	
66500147	01-00-151		DUE FROM EMPLOYEE INSURANCE			2612.58
	01-11-451		AD HEALTH INSURANCE			517.53
	01-21-451		PD HEALTH INSURANCE			8613.30
	01-41-451		ST HEALTH INSURANCE			2286.49
	51-42-451		WR HEALTH INSURANCE			2405.44
	52-43-451		SR HEALTH INSURANCE			1952.84
	53-40-451		EL HEALTH INSURANCE			5554.13
DONALD, STANLEY		12/30/15		50314	389.60	

SYS DATE: 12/30/15
 FROM: 11/30/15

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 543

SYS TIME: 14:22
 [NB]

TO: 12/30/15

wednesday December 30, 2015

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DISTR
MEDICAL12/30/15	01-21-534			PD MEDICAL		389.60
DONALD, WILLIAM MEDICAL12/30/15	01-21-534	12/30/15	50315	PD MEDICAL	257.08	257.08
ELDEN, ROBERT MEDICAL12/30/15	01-41-534 51-42-534 52-43-534 53-40-534	12/30/15	50316	ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	140.77	35.19 35.19 35.19 35.20
FREEBURG PRINTING & PUBLISHING 98333 98370	01-21-652 51-42-652 52-43-652 53-40-652	12/30/15	50317	PD OPERATING SUPPLIES WR OPERATING SUPPLIES SR OPERATING SUPPLIES EL OPERATING SUPPLIES	542.00	76.00 16.00 16.00 16.00
98384 98424	01-11-913 01-11-553			AD COMMUNITY RELATIONS AD PUBLISHING, ADVERTMT		348.00 70.00
FREEBURG TOWNSHIP DEC 2015	01-41-571	12/30/15	50318	ST UTILITIES	27.27	27.27
GALLS, INC 4591461 4598968 4622106	01-21-471 01-21-471 01-21-471	12/30/15	50319	PD UNIFORM ALLOWANCE PD UNIFORM ALLOWANCE PD UNIFORM ALLOWANCE	298.43	143.00 117.93 37.50
HEROS IN STYLE 144640	01-21-471	12/30/15	50320	PD UNIFORM ALLOWANCE	64.55	64.55
HERZING, DENNIS MEDICAL12/30/15	01-11-534 51-42-534 52-43-534 53-40-534	12/30/15	50321	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	227.51	56.88 56.88 56.88 56.87
ILLINOIS TITLE AND ESCROW, LL 15L530 15L531	01-41-533 01-41-533	12/30/15	50322	ST LEGAL ST LEGAL	300.00	150.00 150.00
JENKINS, ROBERT 12/29/15 BOOT	51-42-471 52-43-471 53-40-471 01-41-652	12/30/15	50323	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL ST OPERATING SUPPLIES	249.64	61.54 61.54 61.56 65.00
JERRY'S TRK & ATO BDY INC		12/30/15	50324		20.00	

SYS DATE: 12/30/15
 FROM: 11/30/15

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 543
 wednesday December 30, 2015

SYS TIME: 14:22
 [NB]

TO: 12/30/15

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DISTR
1222	01-21-513			PD SERVICES, VEHICLE		20.00
JIM'S AUTOMOTIVE INC 18855		12/30/15	50325		956.39	
	01-21-513			PD SERVICES, VEHICLE		956.39
KASPER, RANDY 12/23/15 MEAL		12/30/15	50326		22.05	
MEDICAL12/30/15	53-40-562			EL TRAVEL EXPENSES		8.50
	53-40-534			EL MEDICAL		13.55
KRAMPER, ZACHARY 12/23/15 MEAL		12/30/15	50327		499.73	
MEDICAL12/30/15	53-40-562			EL TRAVEL EXPENSES		8.50
	53-40-534			EL MEDICAL		491.23
KRAUSS SHANE 12/23/15 MEAL		12/30/15	50328		8.50	
	53-40-562			EL TRAVEL EXPENSES		8.50
LEON UNIFORM COMPANY, INC 367569		12/30/15	50329		104.48	
	01-21-471			PD UNIFORM ALLOWANCE		104.48
LOUTHAN, BILLIE MEDICAL12/30/15		12/30/15	50330		49.99	
	01-11-534			AD MEDICAL		9.99
	51-42-534			WR MEDICAL		9.99
	52-43-534			SR MEDICAL		9.99
	53-40-534			EL MEDICAL		20.02
MARQUARDT, TERRY MEDICAL12/30/15		12/30/15	50331		427.44	
	01-21-534			PD MEDICAL		427.44
MCGARRY, LAURA MEDICAL12/30/15		12/30/15	50332		383.09	
	01-21-534			PD MEDICAL		383.09
MIDWEST INDUSTRIAL SUPPLIES & 8757		12/30/15	50333		1477.55	
	53-40-512			EL SERVICES, EQUIPMT		1477.55
MOHR, JEFF MEDICAL12/30/15		12/30/15	50334		246.12	
	01-41-534			ST MEDICAL		98.45
	51-42-534			WR MEDICAL		73.84
	52-43-534			SR MEDICAL		36.92
	53-40-534			EL MEDICAL		36.91
PDC LABORATORIES, INC 820166		12/30/15	50335		495.00	
	51-42-539			WR OTHER PROF SERVICES		495.00
PIERCE, DEBORAH MEDICAL12/30/15		12/30/15	50336		463.95	
	01-11-534			AD MEDICAL		57.99
	51-42-534			WR MEDICAL		115.99
	52-43-534			SR MEDICAL		115.99

SYS DATE: 12/30/15
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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
	53-40-534		EL MEDICAL			173.98
SCHULTE SUPPLY		12/30/15		50337	93.80	
S1108858.001	51-42-615		WR SUPPL, INFRASTRUCTURE			37.80
S1110472.001	51-42-652		WR OPERATING SUPPLIES			56.00
SHAFFERS TIRE SERVICE		12/30/15		50338	216.00	
36095	01-21-513		PD SERVICES, VEHICLE			70.00
36097	01-21-513		PD SERVICES, VEHICLE			20.00
36501	01-21-513		PD SERVICES, VEHICLE			126.00
SIRCHIE FINGER PRINT		12/30/15		50339	175.28	
233716-IN	01-21-652		PD OPERATING SUPPLIES			175.28
SMITHTON LUMBER CO		12/30/15		50340	10.58	
110684	01-41-652		ST OPERATING SUPPLIES			10.58
ST CLAIR COUNTY TREASURER		12/30/15		50341	8.31	
2015PS2817	01-21-652		PD OPERATING SUPPLIES			8.31
TEKLAB, INC		12/30/15		50342	101.00	
180678	52-43-539		SR OTHER PROF SERVICES			101.00
URBANSKI, TYLER		12/30/15		50343	447.69	
12/23/15 MEAL	53-40-562		EL TRAVEL EXPENSES			8.50
MEDICAL12/30/15	53-40-534		EL MEDICAL			439.19
** TOTAL CHECKS ISSUED					42875.87	
TOTAL FOR REGULAR CHECKS:					42,875.87	

SYS DATE: 12/30/15
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STUTZ EXCAVATING 14-00025-00-DR	15-41-891.5	12/30/15	MFT SPECIAL PROJ COUNTRYSIDE LN	1478	34585.65	34585.65
WARNING LITES OF SOUTHERN IL 4157	15-41-618	12/30/15	MFT STREET SIGNS AND POST	1479	392.64	392.64
** TOTAL CHECKS ISSUED					34978.29	
TOTAL FOR REGULAR CHECKS:					34,978.29	

SYS DATE: 01/05/16
 FROM: 01/05/16

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SYS TIME: 13:16
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ALTORFER INC W0420006539	53-40-517	01/06/16	EL SERVICES, CAT GEN	50344	3938.25	3938.25
AT&T		01/06/16		50345	512.67	
618539020812/15	52-43-552		SR TELEPHONE			35.50
618539210712/15	52-43-552		SR TELEPHONE			35.38
618539309412/15	52-43-552		SR TELEPHONE			29.15
618539310612/15	53-40-552		EL TELEPHONE			103.32
618539365412/15	52-43-552		SR TELEPHONE			32.25
618539483012/15	52-43-552		SR TELEPHONE			74.68
618539483512/15	52-43-552		SR TELEPHONE			74.68
618539554512/15	01-11-552		AD TELEPHONE			8.11
	51-42-552		WR TELEPHONE			8.11
	52-43-552		SR TELEPHONE			8.11
	53-40-552		EL TELEPHONE			8.09
618539562512/15	52-43-552		SR TELEPHONE			30.72
618539591612/15	52-43-552		SR TELEPHONE			29.19
618539971912/15	53-40-552		EL TELEPHONE			35.38
BHMG ENGINEERS 1019R.307	53-40-532	01/06/16	EL ENGINEERING	50346	1050.00	1050.00
BOEVING, JOEL 12/20/15	01-21-670	01/06/16	PD POLICE CANINE	50347	104.87	104.87
CHARTER COMMUNICATIONS		01/06/16		50348	538.41	
24538 DEC 2015	01-41-539		ST OTHER PROF SERVICES			38.89
	51-42-539		WR OTHER PROF SERVICES			38.89
	52-43-539		SR OTHER PROF SERVICES			38.89
	53-40-539		EL OTHER PROF SERVICES			38.87
30451 DEC 2015	01-11-539		AD OTHER PROF SERVICES			56.24
	51-42-539		WR OTHER PROF SERVICES			56.24
	52-43-539		SR OTHER PROF SERVICES			56.24
	53-40-539		EL OTHER PROF SERVICES			56.25
31145 DEC 2015	01-41-539		ST OTHER PROF SERVICES			39.48
	51-42-539		WR OTHER PROF SERVICES			39.48
	52-43-539		SR OTHER PROF SERVICES			39.48
	53-40-539		EL OTHER PROF SERVICES			39.46
D&F CONTRACTING REFUND	51-00-367	01/06/16	WR MET, SUP, LABOR SLS	50349	1800.00	500.00
	52-00-367		SR METER, SUP, LABOR SLS			750.00
	53-00-366		EL CONN/T CONN/CHARGES			550.00
FLAKE, MIKE MEDICAL 1/06/16	01-21-534	01/06/16	PD MEDICAL	50350	50.00	50.00

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FLETCHER-REINHARDT CO. S11289620.001	53-40-617	01/06/16	EL SUPPLIES, STREET LIGHTING	50351	374.55	374.55
FUNDERBURG, TONY 12/31/15	01-11-562 51-42-562 52-43-562 53-40-562	01/06/16	AD TRAVEL EXPENSE WR TRAVEL EXPENSES SR TRAVEL EXPENSES EL TRAVEL EXPENSES	50352	56.65	14.16 14.16 14.16 14.17
GRAINGER 9923636766	53-40-620	01/06/16	EL POWER PLANT PARTS	50353	346.95	346.95
HAWKINS, INC 3818780	52-43-656	01/06/16	SR CHEMICALS	50354	801.55	801.55
HENNING, GARY DEC 2015	01-11-552 01-11-562	01/06/16	AD TELEPHONE AD TRAVEL EXPENSE	50355	91.85	22.00 69.85
KRAMPER, JANE MEDICAL 1/06/16	01-11-534 51-42-534 52-43-534 53-40-534	01/06/16	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	50356	343.31	42.91 85.83 85.83 128.74
LUBY EQUIPMENT SERVICES P08233	01-41-512 51-42-512 52-43-512 53-40-512	01/06/16	ST SERVICES, EQUIPMT WR SERVICES, EQUIPMT SR SERVICES, EQUIPMT EL SERVICES, EQUIPMT	50357	34.25	8.56 8.56 8.56 8.57
MORAN ECONOMIC DEVELOPMENT 606	01-11-931	01/06/16	AD ECONOMIC DEVELOPMENT	50358	14922.00	14922.00
POLSON, JULIE JPOLSON 1/4/16	01-11-559	01/06/16	AD RECORDING FEES	50359	197.25	197.25
REGIONS COMMERICAL BANKCARD 0009-DEC 2015	01-11-890 53-40-562 53-40-612 53-40-615 53-40-652 53-40-833	01/06/16	AD OTHER IMPROVEMENTS (ROOF) EL TRAVEL EXPENSES EL SUPPLIES, EQUIPMT EL SUPPL, INFRASTRUCTURE EL OPERATING SUPPLIES EL CHRISTMAS LIGHTS	50360	4092.39	29.96 422.64 54.98 7.49 187.78 1185.02
9068 DEC 2015	01-11-652 01-21-651		AD OPERATING SUPPLIES PD OFFICE SUPPLIES			92.52 235.29

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	01-11-651		AD OFFICE SUPPLIES		38.23	
	51-42-651		WR OFFICE SUPPLIES		58.00	
	52-43-651		SR OFFICE SUPPLIES		58.00	
	53-40-651		EL OFFICE SUPPLIES		58.00	
9092 DEC 2015	01-11-519		AD SERVICES, OTHER		834.05	
	01-11-552		AD TELEPHONE		72.61	
	51-42-552		WR TELEPHONE		72.61	
	52-43-552		SR TELEPHONE		72.62	
	53-40-552		EL TELEPHONE		72.63	
9358 DEC 2015	01-11-887		AD GAZEBO/WELCOME SIGN		120.68	
	01-41-612		ST SUPPLIES, EQUIPMT		29.98	
	51-42-551		WR POSTAGE		77.40	
	51-42-619		WR SUPPLIES, OTHER		158.66	
	51-42-652		WR OPERATING SUPPLIES		24.78	
	52-43-652		SR OPERATING SUPPLIES		6.30	
	53-40-652		EL OPERATING SUPPLIES		6.30	
	51-42-562		WR TRAVEL EXPENSES		115.86	
RHUTASEL & ASSOCIATES, INC 12233	01/06/16			50361	1440.00	
	01-11-894		AD INDUSTRIAL PARK DEVELOP		585.00	
	01-16-532		ZO ENGINEERING		855.00	
URBANSKI, TYLER MEDICAL 1/06/16	01/06/16			50362	1294.54	
	53-40-534		EL MEDICAL		1294.54	
** TOTAL CHECKS ISSUED					31989.49	
TOTAL FOR REGULAR CHECKS:					31,989.49	

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ALTORFER INC W042006539	53-40-517	01/13/16	EL SERVICES, CAT GEN	50364	857.88	857.88
BEL-O PEST SOLUTIONS, INC 111130	53-40-519	01/13/16	EL SERVICES, OTHER	50365	95.00	95.00
BOBCAT OF ST. LOUIS P24746	51-42-612 52-43-612 53-40-612	01/13/16	WR SUPPLIES, EQUIPMT SR SUPPLIES, EQUIPMT EL SUPPLIES, EQUIPMT	50366	63.54	21.18 21.18 21.18
CASEY'S GENERAL STORES 16290 12/15	01-41-655 52-43-655 53-40-655 51-42-655	01/13/16	ST AUTO FUEL/OIL SR AUTO FUEL/OIL EL AUTO FUEL/OIL WR AUTO FUEL/OIL	50367	1199.08	285.60 285.60 285.60 285.59
16290 12/15 PD	01-21-655		PD AUTO FUEL/OIL			56.69
CHARTER COMMUNICATIONS 30915 DEC 2015	01-21-552	01/13/16	PD TELEPHONE	50368	191.47	191.47
CSI 129016 130151 130742	01-00-195 01-00-195 01-41-615 01-00-195	01/13/16	EXCHANGE EXCHANGE ST SIDEWALK MATERIAL SUPPLIES EXCHANGE	50369	643.75	260.00 255.00 381.25- 510.00
DAVE SCHMIDT TRK SERVICE 80359	01-41-513 51-42-513 52-43-513 53-40-513	01/13/16	ST SERVICES, VEHICLE WR SERVICES, VEHICLES SR SERVICES, VEHICLES EL SERVICES, VEHICLES	50370	948.97	156.23 156.25 156.25 156.25
80366	01-41-513 51-42-513 52-43-513 53-40-513		ST SERVICES, VEHICLE WR SERVICES, VEHICLES SR SERVICES, VEHICLES EL SERVICES, VEHICLES			80.99 81.00 81.00 81.00
ERB EQUIPMENT CO 54060	51-42-831 52-43-831	01/13/16	WR EQUIPMENT (SKID STEER) SR EQUIPMENT (SKID STEER)	50371	1950.00	975.00 975.00
FREEBURG PRINTING & PUBLISHING 98542	01-16-553	01/13/16	ZO PUBLISHING, ADVERTMT	50372	31.12	31.12
FSH WATER COMMISSION 113405	51-42-575	01/13/16	WR WATER PURCHASES	50373	31765.55	31765.55

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GREEN MILL SERVICE STA. 113499	51-42-513 52-43-513	01/13/16	WR SERVICES, VEHICLES SR SERVICES, VEHICLES	50374	25.00	12.50 12.50
ILLINOIS MUNICIPAL UTILITIES TV-0030 KRAMPER	53-40-563	01/13/16	EL TRAINING	50375	784.50	784.50
INTOXIMETERS, INC 519044	01-21-652	01/13/16	PD OPERATING SUPPLIES	50376	198.50	198.50
JIM'S AUTOMOTIVE INC 18920	01-21-513	01/13/16	PD SERVICES, VEHICLE	50377	351.94	351.94
KASPER, RANDY MED 1/13/16 MEDICAL 1/13/16	53-40-534 53-40-534	01/13/16	EL MEDICAL EL MEDICAL	50378	62.50	22.50 40.00
KRAUSS SHANE BOOT ALLOW 2015	51-42-471 52-43-471 53-40-471	01/13/16	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL	50379	318.30	106.10 106.10 106.10
LUBY EQUIPMENT SERVICES P08335	01-41-512 51-42-512 52-43-512 53-40-512	01/13/16	ST SERVICES, EQUIPMT WR SERVICES, EQUIPMT SR SERVICES, EQUIPMT EL SERVICES, EQUIPMT	50380	837.82	22.09 22.11 22.11 22.11
V08908	01-41-512 51-42-512 52-43-512 53-40-512		ST SERVICES, EQUIPMT WR SERVICES, EQUIPMT SR SERVICES, EQUIPMT EL SERVICES, EQUIPMT			187.35 187.35 187.35 187.35
MCGARRY, LAURA MED 1/13/16	01-21-534	01/13/16	PD MEDICAL	50381	1248.41	1248.41
O'REILLY AUTOMOTIVE, INC 4826141255 4826143286	51-42-613 53-40-612	01/13/16	WR SUPPLIES, VEHICLES EL SUPPLIES, EQUIPMT	50382	16.24	6.69 9.55
PIERCE, DEBORAH MED 01/13/16	01-11-534 51-42-534 52-43-534 53-40-534	01/13/16	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	50383	1526.85	190.87 381.74 381.74 572.50
RHUTASEL & ASSOCIATES, INC		01/13/16		50384	20412.69	

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SPTR-4009/6	01-41-892		ST GRANT/SAFE ROUTE TO SCHOOL		298.46	
SRTS-4009/1	01-41-892.1		ST GRANT/SAFE RT TO SCHOOL (W AP		19741.16	
SRTS-4009/2	01-41-892.1		ST GRANT/SAFE RT TO SCHOOL (W AP		373.07	
ROGER'S REDI-MIX, INC.		01/13/16		50385	1479.80	
142415	01-00-195		EXCHANGE			582.00
142712	01-00-195		EXCHANGE			271.00
142803	01-00-195		EXCHANGE			392.00
142907	01-00-195		EXCHANGE			222.00
LATE FEE	01-41-614		ST SUPPLIES, STREET			12.80
RUHMANN, STANLEY		01/13/16		50386	1330.94	
MED 1/13/16	01-21-534		PD MEDICAL			1330.94
SGS NORTH AMERICA, INC		01/13/16		50387	315.00	
1423661	52-43-539		SR OTHER PROF SERVICES			315.00
SHAFFERS TIRE SERVICE		01/13/16		50388	35.00	
36503	01-21-513		PD SERVICES, VEHICLE			35.00
URBANSKI, TYLER		01/13/16		50389	505.51	
MED 1/13/16	53-40-534		EL MEDICAL			505.51
VERIZON WIRELESS		01/13/16		50390	1284.50	
9757749363	01-11-552		AD TELEPHONE			105.92
	01-21-552		PD TELEPHONE			153.15
	51-42-552		WR TELEPHONE			89.03
	52-43-552		SR TELEPHONE			89.03
	53-40-552		EL TELEPHONE			89.03
	01-00-193		EXCHANGE-EMPLOYEE CELL PHONES			358.37
	01-00-103		CASH - CITIZENS - PAYROLL			399.97
WARNING LITES OF SOUTHERN IL		01/13/16		50391	42.50	
4246	01-00-195		EXCHANGE			42.50
WASTE MANAGEMENT OF ST LOUIS		01/13/16		50392	16128.00	
6345810-2052-2	13-44-573		GA GARBAGE DISPOSAL			16128.00
** TOTAL CHECKS ISSUED					84650.36	
TOTAL FOR REGULAR CHECKS:					84,650.36	

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BEELMAN LOGISTICS LLC 472569	15-41-894	01/13/16	MFT AGGREGATE	1480	1302.38	1302.38
RHUTASEL & ASSOCIATES, INC 12206	15-41-891.5	01/13/16	MFT SPECIAL PROJ COUNTRYSIDE LN	1481	1066.25	1066.25
WARNING LITES OF SOUTHERN IL 4246 MFT	15-41-618	01/13/16	MFT STREET SIGNS AND POST	1482	28.50	28.50
** TOTAL CHECKS ISSUED					2397.13	
TOTAL FOR REGULAR CHECKS:					2,397.13	

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MENARD, JERRY L. BOARD JAN 2016	01-00-196	01/15/16	EXCHANGE -	50393 PAYROLL	46.17	46.17
SPEISER, SETH Committee/Board	01-00-196	01/15/16	EXCHANGE -	50394 PAYROLL	265.80	265.80
** TOTAL CHECKS ISSUED					311.97	
TOTAL FOR REGULAR CHECKS:					311.97	

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AIRGAS USA, LLC 9933195085	53-40-612	01/20/16	EL SUPPLIES, EQUIPMT	50395	26.64	26.64
ALTORFER INC 6818450 6818451 6821345	53-40-517 53-40-517 53-40-517	01/20/16	EL SERVICES, CAT GEN EL SERVICES, CAT GEN EL SERVICES, CAT GEN	50396	11916.00	3972.00 3972.00 3972.00
BEL-O PEST SOLUTIONS, INC 112558	01-11-519 01-21-539	01/20/16	AD SERVICES, OTHER PD OTHER PROF SERVICES	50397	45.00	22.50 22.50
FLETCHER-REINHARDT CO. S1131053.001	53-40-615	01/20/16	EL SUPPL, INFRASTRUCTURE	50398	3931.60	3931.60
FREEBURG PRINTING & PUBLISHING 98591	58-55-553	01/20/16	SWP PUBLISH, ADVERTISING	50399	25.60	25.60
FSH WATER COMMISSION FSH20160120	51-42-575	01/20/16	WR WATER PURCHASES	50400	1612.00	1612.00
GOODALL TRUCK TESTING 34160 34161 34162 34163 34164	53-40-513 53-40-513 53-40-513 53-40-513 53-40-513	01/20/16	EL SERVICES, VEHICLES EL SERVICES, VEHICLES EL SERVICES, VEHICLES EL SERVICES, VEHICLES EL SERVICES, VEHICLES	50401	165.00	33.00 33.00 33.00 33.00 33.00
ILL-MO PUMP & SUPPLY, INC 55246	53-40-520	01/20/16	EL POWER PLANT ENGINE REPAIR	50402	52.84	52.84
JULIE, INC. 2015/0577/3 2016/0578	51-42-539 52-43-539 53-40-539 51-42-539 52-43-539 53-40-539	01/20/16	WR OTHER PROF SERVICES SR OTHER PROF SERVICES EL OTHER PROF SERVICES WR OTHER PROF SERVICES SR OTHER PROF SERVICES EL OTHER PROF SERVICES	50403	265.61	1.00- 1.00- 1.00- 89.54 89.54 89.53
KEHRER EQUIPMENT 675494	01-41-512	01/20/16	ST SERVICES, EQUIPMT	50404	48.00	48.00
KRAMPER, JANE NOV/DEC 2015	01-11-562 51-42-562 52-43-562	01/20/16	AD TRAVEL EXPENSE WR TRAVEL EXPENSES SR TRAVEL EXPENSES	50405	10.93	2.73 2.73 2.73

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	53-40-562		EL TRAVEL EXPENSES			2.74
MCDONALD, TONY BOOT ALLOW '16		01/20/16		50406	200.98	
	51-42-471		WR UNIFORM RENTAL			66.99
	52-43-471		SR UNIFORM RENTAL			66.99
	53-40-471		EL UNIFORM RENTAL			67.00
ST CLAIR COUNTY TREASURER		01/20/16		50407	3700.05	
2015-00000368	01-16-535		ZO COUNTY INSPECTIONS			1394.51
2015-00000372	01-16-535		ZO COUNTY INSPECTIONS			840.08
2015-00000374	01-16-535		ZO COUNTY INSPECTIONS			50.00
2015-00000385	01-16-535		ZO COUNTY INSPECTIONS			326.76
2015-00000386	01-16-535		ZO COUNTY INSPECTIONS			50.00
2015-00000426	01-16-535		ZO COUNTY INSPECTIONS			160.22
2015-00000427	01-16-535		ZO COUNTY INSPECTIONS			57.97
2015-00000429	01-16-535		ZO COUNTY INSPECTIONS			50.00
2015-00000430	01-16-535		ZO COUNTY INSPECTIONS			770.51
ST CLAIR SERVICE COMPANY		01/20/16		50408	910.84	
663257	01-41-655		ST AUTO FUEL/OIL			86.88
	51-42-655		WR AUTO FUEL/OIL			86.88
	52-43-655		SR AUTO FUEL/OIL			86.88
	53-40-655		EL AUTO FUEL/OIL			86.88
663258	01-41-655		ST AUTO FUEL/OIL			140.83
	51-42-655		WR AUTO FUEL/OIL			140.83
	52-43-655		SR AUTO FUEL/OIL			140.83
	53-40-655		EL AUTO FUEL/OIL			140.83
TEKLAB, INC		01/20/16		50409	351.00	
181289	52-43-539		SR OTHER PROF SERVICES			81.00
181420	52-43-539		SR OTHER PROF SERVICES			135.00
181440	52-43-539		SR OTHER PROF SERVICES			90.00
181441	52-43-539		SR OTHER PROF SERVICES			45.00
VERIZON WIRELESS		01/20/16		50410	272.64	
9758439574	51-42-552		WR TELEPHONE			25.34
	52-43-552		SR TELEPHONE			25.34
	53-40-562		EL TRAVEL EXPENSES			25.34
9758439575	01-11-552		AD TELEPHONE			49.23
	51-42-552		WR TELEPHONE			49.23
	52-43-552		SR TELEPHONE			49.23
	53-40-552		EL TELEPHONE			48.93
VERLAN FUNK SERVICE INC		01/20/16		50411	1370.46	
408518098	51-42-615		WR SUPPL, INFRASTRUCTURE			1370.46
WASTE MANAGEMENT OF ST LOUIS		01/20/16		50412	1100.00	

SYS DATE: 01/20/16
FROM: 01/20/16

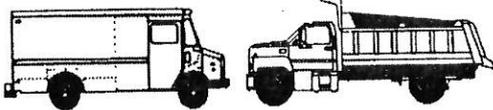
Village of Freeburg
A / P B O A R D L I S T
REGISTER # 549
wednesday January 20, 2016

SYS TIME: 13:58
[NB]

TO: 02/20/16

PAGE 3

PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
0103243-1841-8	13-44-575		GA RECYCLING			1100.00
WATTS COPY SYSTEMS INC 18102943		01/20/16		50413	118.62	
	01-11-512		AD SERVICES, EQUIPMT			19.77
	51-42-512		WR SERVICES, EQUIPMT			19.77
	52-43-512		SR SERVICES, EQUIPMT			19.77
	53-40-512		EL SERVICES, EQUIPMT			19.77
	01-21-512		PD SERVICES, EQUIPMT			39.54
WEILMUENSTER & KECK NOV 2015 PD NOVEMBER 2015		01/20/16		50414	4298.76	
	01-21-533		PD LEGAL			1153.60
	01-11-533		AD LEGAL			243.61
	01-16-533		ZO LEGAL			489.33
	01-41-533		ST LEGAL			184.82
	51-42-533		WR LEGAL			1131.68
	52-43-533		SR LEGAL			547.87
	53-40-533		EL LEGAL			547.85
** TOTAL CHECKS ISSUED					30422.57	
TOTAL FOR REGULAR CHECKS:					30,422.57	



STREET ADDRESS **Freeburg, IL 62243**
 CITY STATE ZIP
618-539-5590 618-539-5705
 FAX PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING USED DEMO TRAILER
 NEW TRUCK YEAR **2006** MAKE **GMC**

MODEL OR SERIES **7500** COLOR **White** TRIM **Gray** V.I.N. **1G0J7C1306F900733**

TO BE DELIVERED ON OR ABOUT OR PAYMENT DUE IN FULL ON COMPLETION 20 SALESMAN **Brent Smel** STOCK NO. **15-006**

PRICE OF VEHICLE **\$57,800.**

ACCESSORIES: **Includes all New Snowplow Equipment**

- 1) New 10' Bodwin Dump Bed Powder Coated Black FN-OUT-UNDER w/ NEW 18.2 TON HOIST Power Up & Down
- 2) New Pintle Hitch 20 tons + Brake Controller
- 3) Strobe & Safety Light & Spinner Light
- 4) Central Start to Run Dump + Sailer
- 5) New Mamy Rd Pro 32 Snowplow w/ Quick Connect
- 6) New Stainless Meyer 10' Tailgate Sailer w/ Spinner

Note: Will Call when Ready & I will send you U-tube Video of Unit Before Delivery Note Meet you 1/2 way for Delivery or discuss

Thanks Brent 260-437-4577

PURCHASER AGREES to pay to the Dealer all Federal Excise Tax due on the sale of the vehicle or equipment, regardless of whether it is collected by the Dealer at the time of the sale. See #7 Buyers Guide for additional information.

DEALER DISCLAIMER: All products, specifications, features and descriptions as described or illustrated, are subject to change, correction, or prior sale without notice and without incurring any obligation or liability whatsoever by the Dealer.

USED TRADE-IN AND/OR OTHER CREDITS			\$	TOTAL SALES PRICE	\$57800.
MAKE OF TRADE-IN	YEAR	BODY TYPE		Less: Trade-in Allowance	
SERIES	COLOR		\$	Trade Difference - Indiana Tax Price	
VEHICLE I.D. NUMBER				Sales Tax (Computed in Indiana on Trade Difference)	\$ No
BALANCE OWED TO		VERIFIED BY:		F.E.T. Tax	TAX Exempt
USED TRADE-IN ALLOWANCE		\$		Options	\$
BALANCE OWED ON TRADE-IN		\$			\$
NET ALLOWANCE ON TRADE-IN		\$		TOTAL DELIVERED PRICE	\$
(CHECK # CASH DEPOSIT WITH ORDER (RECEIPT #		\$			\$
TOTAL CREDITS		\$		LESS: TOTAL CREDITS (Transferred From Left Column)	\$
THE MOTOR VEHICLE ORDERED IS PURCHASED ON AN "AS IS - WHERE IS" BASIS AND "WITH ALL FAULTS AND DEFECTS". PURCHASER IS RELYING ENTIRELY ON PURCHASER'S PERSONAL INSPECTION AND OPINION AND NOT UPON ANY REPRESENTATION OF DEALER. (NOTE: Additional information on reverse side of this order and on Buyers Guide/Dealer Warranty)				BALANCE DUE ON DELIVERY	\$57800.
REFERENCE TO MILEAGE REFLECTS THAT SHOWN ON THE ODOMETER AND IS NOT INTENDED TO BE A TRUE MILEAGE DISCLOSURE.					

The Additional Terms and Conditions printed on the Buyers Guide/Dealer Warranty Disclaimer and on the reverse side of this form are a part of this Order. This Order shall not be a binding agreement until accepted by an authorized representative of Dealer, and accompanied by a cash deposit. Until then, the vehicle ordered is available for sale to other customers. Purchaser acknowledges that the Additional Terms and Conditions printed on the Buyers Guide/Dealer Warranty Disclaimer and on the reverse side of the Order are a part of this Order. This order is an offer by Purchaser to buy the vehicle. If the offer is accepted by the Dealer

VILLAGE BOARD MEETING
February 1st, 2016

Gary Henning Zoning Administrator

5-Occupancy Permits issued in January 2016

4--Building Permit issued in January 2016

1-Sign

3-Electrical

Nuisances Corrected in January - 5

Current Nuisances:

*#3 Lake Drive--abandoned: PHH Mortgage Company has property. Talked with legal department and they have mowed and cleaned up outside--they plan on starting work on inside of home as soon as the foreclosure proceeding are scheduled to be finalized last Friday January 22, 2016.

Talked with Ann Lewis and she will call me this week with what has happened and also get check for \$150 for mowing this summer in mail ASAP to avoid Jane putting a lien on the property.

NEW BUSINESSES WORKING:

LOG LOGISTICS INC: Permit has been issued.

RESOLUTION NO. 16-01

A RESOLUTION REFERRING PROPOSED AMENDMENTS TO THE SUBDIVISION CODE, ZONING CODE AND COMPREHENSIVE PLAN TO THE PLAN COMMISSION FOR PUBLIC HEARING AND RECOMMENDATION

WHEREAS, the Village Board has believes that it is in the best interest of the Village to dissolve the Planning Commission and the Zoning Board of Appeals and establish a Combined Planning and Zoning Board;

WHEREAS, the establishment of a Combined Planning and Zoning Board will require various amendments to the Village of Freeburg Municipal Code Chapters: 4 – BOARDS AND COMMISSIONS, ARTICLE I – PLAN COMMISSION, Chapter 34 – SUBDIVISION CODE and Chapter 40 – ZONING CODE, as set forth on Exhibit A of the proposed Ordinance attached hereto.

WHEREAS, the establishment of a Combined Planning and Zoning Board will also require various amendments to the Village of Freeburg Comprehensive Plan, as set forth on Exhibit B of the proposed Ordinance attached hereto.

WHEREAS, Section 40-23-1 of the Code of Ordinances authorizes the Board of Trustees to propose an amendment to the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The President and Board of Trustees of the Village of Freeburg approve, authorize, and direct that the proposed Ordinance attached hereto as Exhibit 1 be submitted to the Plan Commission to conduct a public hearing and make a recommendation, pursuant to Article XXIII of the Zoning Code.

SECTION 2: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED, this 1st day of February, 2016, pursuant to a roll call vote as follows:

AYES _____

NAYS _____

RESOLUTION #16-01 cont.

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 1st day of February, 2016.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE DISSOLVING THE VILLAGE OF FREEBURG PLANNING COMMISSION AND ZONING BOARD OF APPEALS and ESTABLISHING THE VILLAGE OF FREEBURG COMBINED PLANNING AND ZONING BOARD

WHEREAS, the Village of Freeburg, Illinois (the “Village”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations for the benefit and welfare of its citizens; and

WHEREAS, the Village has established a Planning Commission through the authority granted in 65 ILCS 5/11-12-4 and a Zoning Board of Appeals through the authority granted in 65 ILCS 5/11-13-3 (c); and

WHEREAS, the Village Board has determined that it is in the best interest of the Village to dissolve the Planning Commission and the Zoning Board of Appeals and establish a Combined Planning and Zoning Board;

WHEREAS, the Combined Planning and Zoning Board shall better serve the Village in that it will provide a more efficient manner in which to address citizens’ requests relating to planning and zoning issues. A Combined Planning and Zoning Board will also serve to better provide the Village Board with clear and consistent recommendations.

WHEREAS, the establishment of a Combined Planning and Zoning Board will require various amendments to the Village of Freeburg Municipal Code Chapters: 4 – *BOARDS AND COMMISSIONS, ARTICLE 1 – PLAN COMMISSION*, Chapter 34 – *SUBDIVISION CODE* and Chapter 40 – *ZONING CODE*, as set forth on attached Exhibit A.

WHEREAS, the establishment of a Combined Planning and Zoning Board will also require various amendments to the Village of Freeburg Comprehensive Plan, said amendments being attached hereto as Exhibit B.

NOW, THEREFORE, BE IT ORDAINED, By the Mayor and the Board of Trustees of the Village of Freeburg as follows:

1. That effective _____, the Village of Freeburg Planning Commission and Zoning Board of Appeals shall be dissolved.
2. Upon the dissolution of the Planning Commission and Zoning Board of Appeals, the Combined Planning and Zoning Board shall be established pursuant to attached Exhibit A, which serves to set forth the necessary amendments to the Village of Freeburg Municipal Code required to establish the Combined Planning and Zoning Board.

ORDINANCE NO. cont.

3. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 54 – *Planning* of the Freeburg Municipal Code is hereby amended to read as attached.

4. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 66 – *Land Development Code* of the Freeburg Municipal Code is hereby amended to read as attached.

5. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, Chapter 90 – *Zoning* of the Freeburg Municipal Code is hereby amended to read as attached.

6. Upon the establishment of the Village of Freeburg Combined Planning and Zoning Board, the Village of Freeburg Comprehensive Plan, adopted _____, 2016, is hereby amended to read as attached.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG,
ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT
THIS _____ DAY OF _____, 2016.

Vote Recorded:

Ayes _____

Nays _____

Absent _____

Abstain _____

Vote Recorded by:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois,
this _____ day of _____, 2016.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form: _____
J. Brian Manion, Village Attorney

ORDINANCE NO. 1567

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A LOAN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND THE STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a Loan Agreement with State of Illinois Environmental Protection Agency as described in the attached Loan Agreement, and

WHEREAS, pursuant to the Illinois Municipal Code, the Village is authorized to enter into the Agreement attached hereto and made apart hereof.

NOW THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, as follows:

SECTION 1. The recitals set forth above are hereby adopted, found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into the Loan Agreement attached hereto and made a part hereof.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Loan Agreement attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Loan Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 1ST DAY OF FEBRUARY, 2016.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

ORDINANCE NO. 1567 cont.

Approved this 1ST day of February, 2016.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

LENDER:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

Village of Freeburg
14 Southgate Center
Freeburg, IL 62243-1541

FEIN: 37-6001961

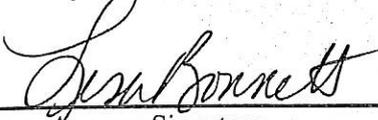
TERMS OF THE LOAN

		<u>Estimated Dates</u>	
Loan amount:	\$1,135,000.00	Construction start:	02/15/2016
Annual fixed loan rate:	1.8600%	Construction complete:	08/13/2016
Term:	20 years	Initiation of operation:	08/13/2016
Repayments:	Semi-Annual	Initiation of repayment period:	08/13/2016
		First repayment due:	02/13/2017
		Final repayment due:	08/13/2036

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Water Pollution Control Loan Program (35 Ill. Adm. Code 365) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	Lisa Bonnett	1/13/16
Agency Signature	Title	Name	Date

By:	Title	Name	Date
Agency Signature	Title	Name	Date

This offer must be accepted, if at all, on or before 03/01/2016.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)	Date
---------------------------------------	------

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The North Trunk Extension/Deerfield Relief Sewer Project (Phase 1B-1) consists of 4,550 feet of 18-inch gravity sewer, 3,342 feet of 10-inch gravity sewer, 29 manholes and all necessary restoration. This work is covered by IEPA Permit Numbers 2013-HB-57995 and 2015-HB-60667

PROJECT BUDGET

	TOTAL	ELIGIBLE
Construction - Haier Plumbing & Htg Inc.	\$932,527.62	\$932,527.62
Design Engineering - Rhutasel & Associates, Inc.	\$119,403.00	\$111,903.00
Construction Engineering - Rhutasel & Associates, Inc	\$108,654.00	\$108,654.00
Contingency	\$27,975.83	\$27,975.83
TOTAL	\$1,188,560.45	\$1,181,060.45

The loan amount is \$1,135,000.00.

OTHER FUNDING SOURCES/COSTS EXCLUDED

Design fees of \$7,500 for filling out loan documentation are ineligible. These costs are considered to be a normal function of government.

The loan amount is limited to \$1,135,000 by the dedicated source of revenue for loan repayment. All costs not covered by the loan will be funded by the community.

SPECIAL CONDITIONS

1. A certified copy of the enacted rate ordinance, as proposed, must be submitted prior to the first disbursement of the loan.
2. Standard Condition number 18, regarding the use of American Iron and Steel, does not apply to this project based on issuance of the construction permit October 22, 2013.

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: Village of Freeburg
L174944

Loan Agreement –Standard Conditions Illinois EPA Water Pollution Control Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request reimbursement from the Agency within 30 days of reimbursing their contractor(s) in accordance with Internal Revenue Service regulations.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support and Principal Payments.

a) In accordance with Ill. Adm. Code 365.440, the fixed rate is comprised of interest and loan support, both of which are established annually and reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Clean Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Water Pollution Control Regulations of Illinois (Title 35: Subtitle C: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward two (2) copies of the final plans of record to the appropriate Agency regional field office along with a formal written request for a final inspection (a copy of the written request and a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit). The regional field office will contact the loan recipient to schedule the final inspection within 60 days of the written request for a final inspection.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 365.740.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 365.1120 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Clean Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.458), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Clean Water and Drinking Water State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 365 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 365 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 365.940.

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.

The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

ORDINANCE NO. 1568

AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY
TO BE SURPLUS PROPERTY AND AUTHORIZING
THE SALE OR DISPOSITION THEREOF
(1984 Harley Morotcycle)

WHEREAS, the Village owns certain personal property which it can no longer effectively use, or which is no longer needed.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

SECTION 1. The following described vehicle is hereby declared to be surplus property:

- A. 1984 Harley Davidson Motorcycle, VIN: 1HD1DBL33EY501563.

SECTION 2. The Village Clerk is authorized to place the equipment on the State of Illinois I bid system.

PASSED THIS 1st DAY OF FEBRUARY, **2016**, BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, AND DEPOSITED AND FILED IN THE OFFICE OF THE VILLAGE CLERK IN SAID VILLAGE ON THAT DATE.

AYE _____	NAY _____
ABSENT _____	ABSENT _____

Vote Recorded By:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 1st day of FEBRUARY, **2016**.

ORDINANCE NO. 1568 cont.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

J. Brian Manion
Village Attorney

ORDINANCE NO. 1569

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FREEBURG, ILLINOIS,
AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG AND AH REALTY
ADVISORS, LLC FOR PROFESSIONAL SERVICES**

WHEREAS, AH Realty Advisors, LLC has submitted its proposal/agreement to be the sole agent for the Freeburg Industrial Park properties, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement with AH Realty Advisors, LLC to provide such professional services,

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

SECTION 1. The recitals set forth above are hereby adopted found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into an agreement for professional services to be the sole agent for the Freeburg Industrial Park properties.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this 1st day of February, 2016.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2016.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Weilmuenster & Keck, P. C.
Village Attorney



LAND LISTING AGREEMENT



This Listing Agreement ("Agreement") has been prepared by legal counsel to SIR/MLS, Inc. and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

1 AUTHORIZATION. Seller hereby appoints AH Realty Advisors LLC ("Broker")
2 330 North 4th St. Suite 300 St. Louis, MO 63102 (Broker's Address)
3 P: 314-773-1700 / F: 314-449-8256 (Broker's Phone and Fax Numbers),
4 as sole agent with the exclusive right and authority to sell the following described Property for \$ 76,500
5 ("List Price"). In consideration of this Agreement, Broker shall make reasonable and diligent efforts to find a Buyer for
6 Seller's Property at the price and terms stated herein. The term of this Agreement shall begin on the 25th
7 day of January, 2016 and shall end on the 25th day of January, 2017, at 11:59 p.m.
8 ("Marketing Period"). The Seller understands that this Agreement does not guarantee the sale of the Property
9 (hereafter defined) nor that the Property will be sold for the List Price. Seller authorizes the Broker to advertise the
10 Property through the Multiple Listing Service ("MLS"). Except as set forth below, Seller also authorizes Broker to
11 advertise the Property through "Internet" services, including but not limited to, social media, IDX sites, listing
12 syndication or VOW's or any other media the Broker or the MLS, in its discretion, deems appropriate.

13 INTERNET DATA EXCHANGE (IDX) AND VIRTUAL OFFICE WEBSITE (VOW) SERVICES FROM SIR/MLS, INC.
14 (These options only pertain to information or data supplied by SIR/MLS, Inc.)

15 Only one of Option A or Option B may be selected to avoid or limit the information about the Property on the Internet:

16 Option A) [] I have advised my Broker or Sales Agent that I do not want the listed Property to be displayed
17 on the Internet;

18 or

19 Option B) [] I have advised my Broker or Sales Agent that I do not want the address of the listed Property to
20 be displayed on the Internet.

21 If information about the Property is to appear on the Internet, the Seller(s) may elect to choose one of these
22 additional options:

23 Option C) [x] I have advised my Broker or Sales Agent that I have elected to not allow third-party comments,
24 reviews or a hyperlink to the comments or reviews about the listed Property.

25 Option D) [x] I have advised my Broker or Sales Agent that I have elected not to allow an automated estimate
26 of the market value of the listing or hyperlink to such estimate.

27 I understand and acknowledge that, if I have selected Option A), consumers who conduct searches on the Internet will
28 not see any information about my listed Property in response to their search.

29 PROPERTY ADDRESS: 1 INDUSTRIAL DR FREEBURG, IL 62243

30 (Legal description/permanent parcel number FREEBURG IND PARK 1ST ADD)

31 (Approx. lot size/Acreage 5.09 Acres) survey legal, if any to govern.

32 Zoning Industrial

33 Of this acreage, the total amount is broken down by: XXXXXXXXXXXXXXXX Amt of Tillable Land XXXXXXXXXXXXXXXX Amt of
34 Pasture XXXXXXXXXXXXXXXX Amt Wooded reference being had to the plat thereof recorded in the Recorder's Office of

35 St. Clair County County, Illinois. ("Property")

- 90 showing the property.
91 3. To permit Broker to place a "For Sale" sign on the Property or to advertise in any multiple listing
92 service, and any form of media advertising including, but not limited to newspapers, television, real
93 estate magazines, the Internet and other electronic media.
94 4. When Seller's property listing is input into the MLS, the Seller represents that he has been
95 authorized to grant and also thereby does grant authority for the MLS to include the property
96 listing content in its copyrighted MLS compilation and also in any statistical report on comparables.
97 5. To insure all property and to assume the risk for any vandalism or damage of any kind.
98 6. To maintain the Property in good repair throughout the date of closing. Broker shall not be responsible
99 for maintenance.
100 7. To permit Broker to cooperate with other licensed real estate brokers, including real estate brokers
101 representing Buyers, and to permit Broker to share its commission with such cooperating brokers.
102 8. Seller authorizes Broker and/or its agents and employees to telephone, fax and/or e-mail Seller for any reason
103 relating to this Agreement, including communications after closing or other termination of this Agreement.

104 **INTERIOR PICTURES.** Initial here if the Seller permits the Broker to use pictures of the interior of the Property as
105 part of the marketing of the Property. _____ (Seller) _____ (Seller)

106 **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Broker a written
107 certification, in a form acceptable to Broker or indicates in this agreement, that Seller does not desire the Listing
108 Content to be disseminated by a multiple listing service, Seller acknowledges and agrees that all photographs, images,
109 graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and
110 other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller
111 Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement
112 (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be
113 filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed,
114 publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty
115 free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to
116 prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative
117 works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever.
118 Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the
119 Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or
120 entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned
121 exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

122 **AUTHORIZATION FOR DUAL AGENCY.** This section serves three purposes. First, it discloses that a Real Estate
123 Licensee may potentially act as a dual agent that is representing more than one party to the transaction. Second, this
124 section explains the concept of Dual Agency. Third, this section seeks your consent to allow the Real Estate Licensee
125 to act as a Dual Agent. A Licensee may legally act as a Dual Agent only with your consent. By choosing to initial below,
126 your consent to dual Agency Representation is presumed.

127 The Broker and Seller's Designated Agent (herein after sometimes collectively referred to as "Licensee") may
128 undertake a dual representation (represent both the Seller and the Buyer for the sale of the Property). The Seller
129 acknowledges they were informed of the possibility of this type of representation. Before initialing below, please read
130 the following:

131 Representing more than one party to a transaction presents a conflict of interest since both Clients may rely upon
132 Licensee's advice and the Client's respective interests may be adverse to each other. Licensee will undertake this
133 representation only with the written consent of ALL Clients in the transaction.

134 Any Agreement between the Clients as to the final contract price and other terms are a result of negotiations between
135 Clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the
136 implications of dual representation, including the risks involved, and understand that you have been advised to seek
137 independent advice from your advisors or attorneys before signing any documents in this transaction.

138 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 139 1. Treat all Clients honestly.
140 2. Provide information about the Property to the Buyer.
141 3. Disclose all latent material defects in the Property that are known to licensee.
142 4. Disclose financial qualifications of the Buyer to the Seller.
143 5. Explain real estate terms.
144 6. Help the Buyer to arrange for Property inspections.

- 145 7. Explain closing costs and procedures.
146 8. Help the Buyer compare financing alternatives.
147 9. Provide information about comparable properties that have sold so both Clients may make educated
148 decisions on what price to offer or accept.

149 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 150 1. Confidential information that Licensee may know about the Clients, without that Client's permission.
151 2. The price the Seller will take other than the List price without permission of the Seller.
152 3. The price or terms the Buyer is willing to pay without permission of the Buyer.
153 4. A recommended or suggested price or terms the Buyer should offer.
154 5. A recommended or suggested price or terms the Seller should counter with or accept.

155 If either Client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not
156 required to accept this section unless you want to allow the licensee to proceed as a Dual Agent in this transaction.

157 By initialing "Yes" below, you acknowledge that you have read and understand this section and voluntarily consent to
158 the Designated Agent acting as a Dual Agent (that is, to represent BOTH the Seller and Buyer) should that become
159 necessary.

160 **AUTHORIZATION FOR DUAL AGENCY.** Yes _____ (initial) No _____ (initial)

161 Licensed Real Estate Agents other than your Designated Agents, but affiliated with the Broker, may represent the
162 actual or prospective Buyer of the Property. Further, the Broker, and/or the Designated Agent, may have previously
163 represented a Buyer who is interested in the Property. During such representation, the Broker and/or Designated
164 Agent may have learned material information about the Buyer that is considered confidential. Under the law, no
165 Broker or Designated Agent may disclose any such confidential information.

166 **NON-DISCRIMINATION.** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE
167 PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR,
168 RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR
169 MENTAL HANDICAP, UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY
170 ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE
171 FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

172 **DISCLOSURE OF CONDITION OF PROPERTY.** Seller understands that the law requires any disclosures of all known
173 material defects, environmental defects may result in civil liability. If Seller later learns of any other material defects,
174 environmental defects and other facts adversely affecting the value or desirability of the Property, Seller shall
175 immediately contact Broker.

176 **MINIMUM SERVICES.** Illinois public Act 93-957 provides that the Broker through one or more of its sponsored
177 licensed real estate agents (such as the Designated Agent) must provide, at a minimum, the following services to the
178 Seller: (1) Accept delivery of and present to the Seller offers and counteroffers to buy, sell or lease the Property the
179 Client seeks to purchase or lease; (2) Assist the Seller in developing, communicating, negotiating and presenting
180 offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase Agreement is
181 signed and all contingencies are satisfied or waived; and (3) Answer the client's questions relating to the offers,
182 counteroffers, notices and contingencies.

183 **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held
184 in escrow be deemed "abandoned" and shall be paid to the office of the Treasurer of the State of Illinois to be
185 held as part of the Treasurer's special fund, if all of the following transpire: (i) the absence of disbursement,
186 (ii) the absence of the notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have
187 elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the
188 transaction or either principal's duly authorized agent. EARNEST MONEY SHALL BE HELD IN AN ESCROW
189 ACCOUNT UNTIL CLOSING PURSUANT TO THE TERMS OF ANY REAL ESTATE SALE CONTRACT AND IF HELD IN
190 BROKER'S ESCROW ACCOUNT, IN ACCORDANCE WITH THE ILLINOIS REAL ESTATE LICENSE ACT. ACCORDING
191 TO SEC 20-20 (H) (8) (I) OF THE REAL ESTATE LICENSE ACT, BOTH BUYER AND SELLER MUST AGREE AND
192 SIGN THE NOTICE OF TERMINATION FOR THE BROKER TO RELEASE EARNEST MONEY TO EITHER PARTY. THE
193 BROKER WILL BE ABLE TO RETAIN EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT
194 COSTS, INCURRED BY BROKER AND TO PAY ESCROW MONEY, IF HELD BY BROKER, INTO COURT IN THE EVENT
195 OF A DISPUTE. IN THE EVENT THAT ANY BUYER FORFEITS THE EARNEST MONEY, IT IS HEREBY AGREED
196 THAT ALL EXPENSES INCURRED BY BROKER BE DEDUCTED FIRST WITH THE BALANCE BEING EQUALLY
197 DIVIDED BETWEEN THE SELLER AND BROKER, PROVIDED THAT THE BROKER'S SHARE SHALL NOT EXCEED
198 THE AMOUNT BROKER WOULD HAVE RECEIVED IF THE SALE HAD BEEN CONSUMATED. THIS PROVISION

199 **SHALL NOT PREVENT THE BROKER FROM CLAIMING A FULL COMMISSION FOR SELLING THE PROPERTY TO**
200 **ANOTHER BUYER.**

201 **DISCLAIMER.** Seller shall indemnify and save and hold Broker and Broker's agent harmless from all claims, disputes,
202 lawsuits, judgments and costs including reasonable attorney's fees and court costs arising from any
203 misrepresentations made by Seller, inaccurate information supplied by Seller, material problems with the Property, or
204 any other latent defects in the Property, which are known to the Seller and the Seller fails to disclose same. Further
205 the Broker shall have no responsibility to verify the financial status or the ability of a Buyer or Tenant to procure
206 financing to purchase/lease the property.

207 **LITIGATION/MEDIATION/ARBITRATION.** Seller agrees that all disputes or claims for \$5000 or less, (as between the
208 Broker and Seller), shall be filed through the small claims procedures available through courts of local jurisdiction.
209 Seller agrees that any other disputes or claims arising out of or relating to this Agreement over \$5000, including without
210 limitation, disputes for the return of the Earnest Money, the breach of this Agreement, or the services provided in
211 relation to this Agreement, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with
212 the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National
213 Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Broker, and no other
214 third parties may be involuntarily joined into such process. Any Agreement signed by the Parties pursuant to the
215 mediation conference shall be binding. Any disputes not resolved by small claims procedure or mediation shall be
216 arbitrated between the parties by the U.S. Arbitration and Mediation Midwest, Incorporated in accordance with its
217 relevant arbitration rules, upon the election of one of the Parties. The arbitrator's decision shall be final and binding
218 and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully
219 challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Party is entitled to costs of suit
220 including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The
221 provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.

222 The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure
223 or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or
224 enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

225 The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment,
226 receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a
227 statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall
228 it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action
229 involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or
230 arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of
231 the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money
232 prior to disbursement to the Parties.

233 **REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Agreement, the party
234 claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of
235 the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure
236 the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in
237 equity. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to
238 damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees.

239 **NOTICES.** Any notice required under this Agreement shall be given to the other party, in writing, either personally, by
240 facsimile/electronic transmission or Certified Mail, postage prepaid, with Return Receipt Requested, at the last known
241 address or transmission number of the party. All such notices shall be deemed to have been given on the date of
242 personal service or on the date of proof of successful facsimile/electronic transmission. Such notice shall be sufficient
243 if served upon or addressed to any one Seller.

244 **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc) copies shall be deemed
245 true copies; however, the parties shall exchange original copies as soon thereafter as practicable.

246 **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and **NO ORAL**
247 **REPRESENTATION,** warranty or covenant exists other than those herein set forth.

248 **AMENDMENTS.** No amendment or alteration to the terms of this Agreement, including (but not limited to) the
249 amount of commission or the time of payment of the commission, shall be valid or binding unless made in writing and
250 signed by the parties.

251 **GOVERNING LAW.** Terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws
252 of the State of Illinois.

253 **CONSTRUCTION.** Words of gender used in this Agreement, shall be held and construed to include any other gender,
254 and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.

255 **BINDING EFFECT.** This Agreement shall be binding on and for the benefit of the parties and their respective heirs,
256 personal representatives, executors, administrators, successors or assigns.

257 **AGENT INTEREST.** Pursuant to 225 ILCS 554/10-27 N/A is a licensed real estate agent and
258 has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

259 **RIGHT TO SIGN.** By signing this document, you are certifying that you are an authorized owner(s) of the Property
260 and can legally sign.

261 **SPECIAL AGREEMENT(S):** _____
262 _____

263 _____

264 **SELLER** _____

265 **Village of Freeburg**

266 **PRINT SELLER'S NAME**

267 **14 SOUTHGATE CTR**

268 **FREEBURG, IL 62243**

269 **SELLER'S ADDRESS**

P: 618-539-5545 f: 618-539-5590

270 **SELLER'S PHONE #/FAX #**

tfunderburg@freeburg.com

271 **SELLER'S EMAIL ADDRESS**

272 **BY** _____

SELLER'S DESIGNATED AGENT (S)

273 **DATE & TIME ACCEPTED BY MANAGING BROKER**

274

275

SELLER

XX

PRINT SELLER'S NAME

XX

XX

SELLER'S ADDRESS

.....

SELLER'S PHONE #/FAX #

.....

SELLER'S EMAIL ADDRESS

BY _____

SELLER'S DESIGNATED AGENT (S)

MANAGING BROKER SIGNATURE

**(Listing Agreement not valid until it
has managing Broker's Signature)**



This Confirmation has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.



CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to _____

Michael Sintzel _____ ("Broker"), acting as a Dual Agent
 (insert Broker's name(s))

in providing brokerage services on their behalf and specifically consent to Broker acting as a Dual Agent in regard to the transaction for the property located at:

1 Industrial Dr. Freeburg, IL 62243

 (insert address)

 Seller Date

 Buyer Date

 Seller Date

 Buyer Date



LAND LISTING AGREEMENT



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THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

1 AUTHORIZATION. Seller hereby appoints AH Realty Advisors LLC ("Broker")
2 330 North 4th St. Suite 300 St. Louis, MO 63102 (Broker's Address)
3 P: 314-773-1700 / F: 314-449-8256 (Broker's Phone and Fax Numbers),
4 as sole agent with the exclusive right and authority to sell the following described Property for \$ 63,000
5 ("List Price"). In consideration of this Agreement, Broker shall make reasonable and diligent efforts to find a Buyer for
6 Seller's Property at the price and terms stated herein. The term of this Agreement shall begin on the 25th
7 day of January, 2016 and shall end on the 25th day of January, 2017, at 11:59 p.m.
8 ("Marketing Period"). The Seller understands that this Agreement does not guarantee the sale of the Property
9 (hereafter defined) nor that the Property will be sold for the List Price. Seller authorizes the Broker to advertise the
10 Property through the Multiple Listing Service ("MLS"). Except as set forth below, Seller also authorizes Broker to
11 advertise the Property through "Internet" services, including but not limited to, social media, IDX sites, listing
12 syndication or VOW's or any other media the Broker or the MLS, in its discretion, deems appropriate.

13 INTERNET DATA EXCHANGE (IDX) AND VIRTUAL OFFICE WEBSITE (VOW) SERVICES FROM SIR/MLS, INC.
14 (These options only pertain to information or data supplied by SIR/MLS, Inc.)

15 Only one of Option A or Option B may be selected to avoid or limit the information about the Property on the Internet:

16 Option A) [] I have advised my Broker or Sales Agent that I do not want the listed Property to be displayed
17 on the Internet;

18 or

19 Option B) [] I have advised my Broker or Sales Agent that I do not want the address of the listed Property to
20 be displayed on the Internet.

21 If information about the Property is to appear on the Internet, the Seller(s) may elect to choose one of these
22 additional options:

23 Option C) [x] I have advised my Broker or Sales Agent that I have elected to not allow third-party comments,
24 reviews or a hyperlink to the comments or reviews about the listed Property.

25 Option D) [x] I have advised my Broker or Sales Agent that I have elected not to allow an automated estimate
26 of the market value of the listing or hyperlink to such estimate.

27 I understand and acknowledge that, if I have selected Option A), consumers who conduct searches on the Internet will
28 not see any information about my listed Property in response to their search.

29 PROPERTY ADDRESS: 8 INDUSTRIAL DR FREEBURG, IL 62243

30 (Legal description/permanent parcel number FREEBURG IND PARK 1ST ADD)

31 (Approx. lot size/Acreage 4.2 Acres) survey legal, if any to govern.

32 Zoning Industrial

33 Of this acreage, the total amount is broken down by: XXXXXXXXXXXXXXXX Amt of Tillable Land XXXXXXXXXXXXXXXX Amt of
34 Pasture XXXXXXXXXXXXXXXX Amt Wooded reference being had to the plat thereof recorded in the Recorder's Office of
35 St. Clair County County, Illinois. ("Property")

- 90 showing the property.
- 91 3. To permit Broker to place a "For Sale" sign on the Property or to advertise in any multiple listing
- 92 service, and any form of media advertising including, but not limited to newspapers, television, real
- 93 estate magazines, the Internet and other electronic media.
- 94 4. When Seller's property listing is input into the MLS, the Seller represents that he has been
- 95 authorized to grant and also thereby does grant authority for the MLS to include the property
- 96 listing content in its copyrighted MLS compilation and also in any statistical report on comparables.
- 97 5. To insure all property and to assume the risk for any vandalism or damage of any kind.
- 98 6. To maintain the Property in good repair throughout the date of closing. Broker shall not be responsible
- 99 for maintenance.
- 100 7. To permit Broker to cooperate with other licensed real estate brokers, including real estate brokers
- 101 representing Buyers, and to permit Broker to share its commission with such cooperating brokers.
- 102 8. Seller authorizes Broker and/or its agents and employees to telephone, fax and/or e-mail Seller for any reason
- 103 relating to this Agreement, including communications after closing or other termination of this Agreement.

104 **INTERIOR PICTURES.** Initial here if the Seller permits the Broker to use pictures of the interior of the Property as

105 part of the marketing of the Property. _____ (Seller) _____ (Seller)

106 **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Broker a written

107 certification, in a form acceptable to Broker or indicates in this agreement, that Seller does not desire the Listing

108 Content to be disseminated by a multiple listing service, Seller acknowledges and agrees that all photographs, images,

109 graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and

110 other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller

111 Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement

112 (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be

113 filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed,

114 publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty

115 free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to

116 prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative

117 works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever.

118 Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the

119 Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or

120 entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned

121 exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

122 **AUTHORIZATION FOR DUAL AGENCY.** This section serves three purposes. First, it discloses that a Real Estate

123 Licensee may potentially act as a dual agent that is representing more than one party to the transaction. Second, this

124 section explains the concept of Dual Agency. Third, this section seeks your consent to allow the Real Estate Licensee

125 to act as a Dual Agent. A Licensee may legally act as a Dual Agent only with your consent. By choosing to initial below,

126 your consent to dual Agency Representation is presumed.

127 The Broker and Seller's Designated Agent (herein after sometimes collectively referred to as "Licensee") may

128 undertake a dual representation (represent both the Seller and the Buyer for the sale of the Property). The Seller

129 acknowledges they were informed of the possibility of this type of representation. Before initialing below, please read

130 the following:

131 Representing more than one party to a transaction presents a conflict of interest since both Clients may rely upon

132 Licensee's advice and the Client's respective interests may be adverse to each other. Licensee will undertake this

133 representation only with the written consent of ALL Clients in the transaction.

134 Any Agreement between the Clients as to the final contract price and other terms are a result of negotiations between

135 Clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the

136 implications of dual representation, including the risks involved, and understand that you have been advised to seek

137 independent advice from your advisors or attorneys before signing any documents in this transaction.

138 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 139 1. Treat all Clients honestly.
- 140 2. Provide information about the Property to the Buyer.
- 141 3. Disclose all latent material defects in the Property that are known to licensee.
- 142 4. Disclose financial qualifications of the Buyer to the Seller.
- 143 5. Explain real estate terms.
- 144 6. Help the Buyer to arrange for Property inspections.

- 145 7. Explain closing costs and procedures.
146 8. Help the Buyer compare financing alternatives.
147 9. Provide information about comparable properties that have sold so both Clients may make educated
148 decisions on what price to offer or accept.

149 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 150 1. Confidential information that Licensee may know about the Clients, without that Client's permission.
151 2. The price the Seller will take other than the List price without permission of the Seller.
152 3. The price or terms the Buyer is willing to pay without permission of the Buyer.
153 4. A recommended or suggested price or terms the Buyer should offer.
154 5. A recommended or suggested price or terms the Seller should counter with or accept.

155 If either Client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not
156 required to accept this section unless you want to allow the licensee to proceed as a Dual Agent in this transaction.

157 By initialing "Yes" below, you acknowledge that you have read and understand this section and voluntarily consent to
158 the Designated Agent acting as a Dual Agent (that is, to represent BOTH the Seller and Buyer) should that become
159 necessary.

160 **AUTHORIZATION FOR DUAL AGENCY.** Yes _____ (initial) No _____ (initial)

161 Licensed Real Estate Agents other than your Designated Agents, but affiliated with the Broker, may represent the
162 actual or prospective Buyer of the Property. Further, the Broker, and/or the Designated Agent, may have previously
163 represented a Buyer who is interested in the Property. During such representation, the Broker and/or Designated
164 Agent may have learned material information about the Buyer that is considered confidential. Under the law, no
165 Broker or Designated Agent may disclose any such confidential information.

166 **NON-DISCRIMINATION.** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE
167 PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR,
168 RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR
169 MENTAL HANDICAP, UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY
170 ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE
171 FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

172 **DISCLOSURE OF CONDITION OF PROPERTY.** Seller understands that the law requires any disclosures of all known
173 material defects, environmental defects may result in civil liability. If Seller later learns of any other material defects,
174 environmental defects and other facts adversely affecting the value or desirability of the Property, Seller shall
175 immediately contact Broker.

176 **MINIMUM SERVICES.** Illinois public Act 93-957 provides that the Broker through one or more of its sponsored
177 licensed real estate agents (such as the Designated Agent) must provide, at a minimum, the following services to the
178 Seller: (1) Accept delivery of and present to the Seller offers and counteroffers to buy, sell or lease the Property the
179 Client seeks to purchase or lease; (2) Assist the Seller in developing, communicating, negotiating and presenting
180 offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase Agreement is
181 signed and all contingencies are satisfied or waived; and (3) Answer the client's questions relating to the offers,
182 counteroffers, notices and contingencies.

183 **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held
184 in escrow be deemed "abandoned" and shall be paid to the office of the Treasurer of the State of Illinois to be
185 held as part of the Treasurer's special fund, if all of the following transpire: (i) the absence of disbursement,
186 (ii) the absence of the notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have
187 elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the
188 transaction or either principal's duly authorized agent. EARNEST MONEY SHALL BE HELD IN AN ESCROW
189 ACCOUNT UNTIL CLOSING PURSUANT TO THE TERMS OF ANY REAL ESTATE SALE CONTRACT AND IF HELD IN
190 BROKER'S ESCROW ACCOUNT, IN ACCORDANCE WITH THE ILLINOIS REAL ESTATE LICENSE ACT. ACCORDING
191 TO SEC 20-20 (H) (8) (I) OF THE REAL ESTATE LICENSE ACT, BOTH BUYER AND SELLER MUST AGREE AND
192 SIGN THE NOTICE OF TERMINATION FOR THE BROKER TO RELEASE EARNEST MONEY TO EITHER PARTY. THE
193 BROKER WILL BE ABLE TO RETAIN EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT
194 COSTS, INCURRED BY BROKER AND TO PAY ESCROW MONEY, IF HELD BY BROKER, INTO COURT IN THE EVENT
195 OF A DISPUTE. IN THE EVENT THAT ANY BUYER FORFEITS THE EARNEST MONEY, IT IS HEREBY AGREED
196 THAT ALL EXPENSES INCURRED BY BROKER BE DEDUCTED FIRST WITH THE BALANCE BEING EQUALLY
197 DIVIDED BETWEEN THE SELLER AND BROKER, PROVIDED THAT THE BROKER'S SHARE SHALL NOT EXCEED
198 THE AMOUNT BROKER WOULD HAVE RECEIVED IF THE SALE HAD BEEN CONSUMATED. THIS PROVISION

199 **SHALL NOT PREVENT THE BROKER FROM CLAIMING A FULL COMMISSION FOR SELLING THE PROPERTY TO**
200 **ANOTHER BUYER.**

201 **DISCLAIMER.** Seller shall indemnify and save and hold Broker and Broker's agent harmless from all claims, disputes,
202 lawsuits, judgments and costs including reasonable attorney's fees and court costs arising from any
203 misrepresentations made by Seller, inaccurate information supplied by Seller, material problems with the Property, or
204 any other latent defects in the Property, which are known to the Seller and the Seller fails to disclose same. Further
205 the Broker shall have no responsibility to verify the financial status or the ability of a Buyer or Tenant to procure
206 financing to purchase/lease the property.

207 **LITIGATION/MEDIATION/ARBITRATION.** Seller agrees that all disputes or claims for \$5000 or less, (as between the
208 Broker and Seller), shall be filed through the small claims procedures available through courts of local jurisdiction.
209 Seller agrees that any other disputes or claims arising out of or relating to this Agreement over \$5000, including without
210 limitation, disputes for the return of the Earnest Money, the breach of this Agreement, or the services provided in
211 relation to this Agreement, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with
212 the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National
213 Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Broker, and no other
214 third parties may be involuntarily joined into such process. Any Agreement signed by the Parties pursuant to the
215 mediation conference shall be binding. Any disputes not resolved by small claims procedure or mediation shall be
216 arbitrated between the parties by the U.S. Arbitration and Mediation Midwest, Incorporated in accordance with its
217 relevant arbitration rules, upon the election of one of the Parties. The arbitrator's decision shall be final and binding
218 and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully
219 challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Party is entitled to costs of suit
220 including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The
221 provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.

222 The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure
223 or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or
224 enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

225 The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment,
226 receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a
227 statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall
228 it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action
229 involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or
230 arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of
231 the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money
232 prior to disbursement to the Parties.

233 **REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Agreement, the party
234 claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of
235 the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure
236 the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in
237 equity. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to
238 damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees.

239 **NOTICES.** Any notice required under this Agreement shall be given to the other party, in writing, either personally, by
240 facsimile/electronic transmission or Certified Mail, postage prepaid, with Return Receipt Requested, at the last known
241 address or transmission number of the party. All such notices shall be deemed to have been given on the date of
242 personal service or on the date of proof of successful facsimile/electronic transmission. Such notice shall be sufficient
243 if served upon or addressed to any one Seller.

244 **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc) copies shall be deemed
245 true copies; however, the parties shall exchange original copies as soon thereafter as practicable.

246 **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and **NO ORAL**
247 **REPRESENTATION,** warranty or covenant exists other than those herein set forth.

248 **AMENDMENTS.** No amendment or alteration to the terms of this Agreement, including (but not limited to) the
249 amount of commission or the time of payment of the commission, shall be valid or binding unless made in writing and
250 signed by the parties.

251 **GOVERNING LAW.** Terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws
252 of the State of Illinois.

253 **CONSTRUCTION.** Words of gender used in this Agreement, shall be held and construed to include any other gender,
254 and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.

255 **BINDING EFFECT.** This Agreement shall be binding on and for the benefit of the parties and their respective heirs,
256 personal representatives, executors, administrators, successors or assigns.

257 **AGENT INTEREST.** Pursuant to 225 ILCS 554/10-27 N/A is a licensed real estate agent and
258 has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

259 **RIGHT TO SIGN.** By signing this document, you are certifying that you are an authorized owner(s) of the Property
260 and can legally sign.

261 **SPECIAL AGREEMENT(S):** _____
262 _____

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264 **SELLER** _____

265 **Village of Freeburg**

266 **PRINT SELLER'S NAME**

267 **14 SOUTHGATE CTR**

268 **FREEBURG, IL 62243**

269 **SELLER'S ADDRESS**

P: 618-539-5545 F: 618-539-5590

270 **SELLER'S PHONE #/FAX #**

tfunderburg@freeburg.com

271 **SELLER'S EMAIL ADDRESS**

272 **BY** _____

SELLER'S DESIGNATED AGENT (S)

273 **DATE & TIME ACCEPTED BY MANAGING BROKER**

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SELLER _____

XX

PRINT SELLER'S NAME

XX

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SELLER'S ADDRESS

.....

SELLER'S PHONE #/FAX #

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SELLER'S EMAIL ADDRESS

BY _____

SELLER'S DESIGNATED AGENT (S)

MANAGING BROKER SIGNATURE

**(Listing Agreement not valid until it
has managing Broker's Signature)**



This Confirmation has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.



CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to _____

Michael Sintzel _____ ("Broker"), acting as a Dual Agent
 (insert Broker's name(s))

in providing brokerage services on their behalf and specifically consent to Broker acting as a Dual Agent in regard to the transaction for the property located at:

8 Industrial Dr. Freeburg, IL 62243

 (insert address)

 Seller Date

 Buyer Date

 Seller Date

 Buyer Date

ORDINANCE NO. 1570

**AN ORDINANCE AUTHORIZING THE SALE OF
LOT 18 OF THE FREEBURG INDUSTRIAL PARK**

WHEREAS, 65 ILCS 5/11-74-1 *et seq.* authorizes the Village of Freeburg to acquire and to sell certain industrial projects at a price and on such terms as determined by the Village; and

WHEREAS, the Village of Freeburg has acquired certain real estate known as the Freeburg Industrial Park and has determined that it is in the best interests of the Village to sell Lot 18 of the Freeburg Industrial Park to Michael W.P. Causey and Jay A. Russell for the sum of Fifty Thousand (\$50,000.00) Dollars, upon the terms and conditions as set forth in the Agreement for Sale attached hereto and incorporated herewith; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

1. The President and Clerk of the Village of Freeburg are hereby authorized to execute the Agreement for Sale attached hereto as "Exhibit A" providing for the sale of Lot 18 of the Freeburg Industrial Park to Michael W.P. Causey and Jay A. Russell or the sum of Fifty Thousand (\$50,000.00) Dollars, upon the terms and conditions as set forth in said Agreement.
2. The President and Clerk of the Village of Freeburg are further authorized to execute and deliver any deeds, closing statements, or other documents necessary to complete this transaction.
3. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this 1st day of February, 2016, and deposited and filed in the Office of the Village Clerk on said date.

YEAS _____

NAYS _____

ABSENT _____

ABSTAIN _____

ORDINANCE NO. 1570 cont.

Vote Recorded by:

Jerry Menard
Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 1st day of February, 2016.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

J. Brian Manion
Village Attorney



CONTRACT TO PURCHASE LAND/LOT



This Contract has been prepared by legal counsel to SIR/MLS, Inc. and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

Date: 1-26-2016

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

1 1. MUTUAL GOVENANTS. Seller agrees to sell and Buyer agrees to purchase the following described real estate,
2 together with all appurtenances thereof upon the terms set forth in this Contract: Legal Description/Permanent
3 Parcel Number 14-310-000-000 situated in St Clair County, Illinois,
4 commonly known as 1 Tract 14.00.000, LLC with an
5 approximate acreage/lot size of 5.05 acres ("Property")
6 survey legal, if any, to govern. "Buyer" and "Seller" as used in this Contract shall mean those parties respectively
7 set forth on the signature page hereof, for purposes hereof, this document and all approved addenda shall be
8 referred to as the "Contract".

9 2. DUAL AGENT. The Parties confirm(s) that they have previously consented to the Designated Agent (designated
10 on the last page of this Contract) acting as a dual agent in providing brokerage services on behalf and specifically
11 consent(s) to Designated Agent acting as a dual agent in regard to this transaction.
12 Seller Initials Buyer Initials

13 3. INCLUSIONS/EXCLUSIONS: The following ITEMS are included in the sale and are the exclusive property of the
14 Seller, having been paid in full:

15 Inclusions:

16 Exclusions:

23 4. OFFER AND ACCEPTANCE. These terms shall constitute an offer, which shall expire and any Earnest Money
24 (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance Deadline
25 (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL
26 ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. THE "EFFECTIVE
27 DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT AND
28 ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).

29 5. TENANCY. Title to be taken as (choose one);
30 [] joint tenants [] tenants in common [] tenant in severalty [x] to be determined.

31 6. PURCHASE PRICE. \$ 50,000 ("Purchase Price")
32 \$ 1,000 ("Earnest Money") to be held in the escrow account of
33 Sellers Choice of Title, as Escrow Agent for disposition in accordance with this Contract and as
34 required by law. The parties believe that the Property comprises 5.05 acres, but no more than 5.45 acres.
35 If, after the survey, the acreage is not within the parameters in the previous sentence, at their option, the Buyer
36 or Seller may terminate the Contract. For Termination Procedure, see Paragraph 35.

37 7. CLOSING AND POSSESSION. The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their
38 obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase
39 Price for disbursement to the Seller. The Closing under this Contract shall take place on or before 3-08-2016
40 at the office of the title company or insured escrow agent ("Closing Agent" or "Title Company") as chosen by the
41 Seller, subject to the provisions of this Contract. Except as may be provided by Addendum, Seller shall deliver

INITIALS

INITIALS

Handwritten initials and signatures in a circular stamp.

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possession to the Property to Buyer no later than the time of Closing. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the HUD/RESPA statement, including both Buyer and Seller information. Seller grants Buyer and Buyer's Designated Agent the right to "walk through" the Property within four (4) days prior to Closing. The purpose of the "walk through" is for the Buyer and the Buyer's Agent to verify that the Property is in the same general condition it was as of the Effective Date of this Contract. Waiver of inspections herein does not waive the right to a "walk through" prior to Closing.

8. **AGREEMENTS IMPACTING PROPERTY:** If any agreements impact the Property, including without limitation (i) land, CRP, (hereafter defined Conservation Reserve Program) or similar set back agreements and/or (ii) recorded or non-recorded, oral or written lease agreements, Seller shall, within five (5) days of Acceptance Deadline (hereafter defined), disclose and provide for review same to Buyer. If Seller does not disclose these agreements within five (5) days of Acceptance Deadline or if Buyer does not agree to the terms of the agreements, Buyer may terminate this Contract within ten (10) days of Acceptance Deadline by delivery of a Termination Notice to the Seller and Seller shall promptly sign the Termination Notice. Seller shall give timely written notice to tenant, before closing, if they can/cannot continue to lease subject Property.

9. **MINERAL RIGHTS:** Any mineral rights, owned by Seller, to be transferred to Buyer at closing.

10. **PROPERTY INSPECTION CONTINGENCY:** Subject to the terms of this Section 10, Buyer and Seller agree that the Property is being sold in its present, "AS IS" condition, with no warranties, expressed or implied, and that conditions of the Property that are visible on a reasonable inspection by the Buyer should either be taken into account by the Buyer in the Purchase Price, or the Buyer should make the correction of these conditions by Seller a requirement of the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.

(A) **DUE DILIGENCE.** The Parties also acknowledge that the real estate agents and agencies involved in this transaction have no special training or experience with respect to the environmental aspects of the Property or with discovering and/or evaluation of defects. Buyer states that no important representations concerning the condition of the Property are being relied upon by Buyer, except as disclosed in writing or as fully set forth herein.

(B) **TIME FRAME.** Within the earlier date of one hundred twenty (120) days after the Acceptance Deadline (hereafter defined) or ten (10) days prior to the Closing Date, Buyer, at his option and expense, may obtain written inspection reports from Inspectors, qualified engineers, environmental, Governmental Agencies, and/or utility companies and shall furnish a copy thereof and the Inspection Response to Seller stating in writing any defects unacceptable to Buyer. Failure of Buyer to serve the Inspection Response to the Seller within such time shall waive the contingency. Seller agrees to make the property available for inspections.

(C) **ENVIRONMENTAL DEFECT.** For purposes of this section an environmental defect is a toxic or hazardous substance at a level and condition found above those set as acceptable by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Illinois Emergency Management Agency or applicable local governmental agency. If the stated defect is any toxic or hazardous substance, the Seller, at his option and expense, must have the substance remediated, removed, or reduced to an acceptable level prior to Closing and provide the Buyer proof of re-inspection or terminate the Contract by serving Termination Notice on the Buyer with a release of the Earnest Money. Buyer, at his sole discretion, may accept the plan of remediation or determine to terminate this Contract. Upon termination by either Party, Seller and Buyer shall sign the Termination Notice to release the Earnest Money to the Buyer. For Termination Procedure see Paragraph 35.

(D) **INSPECTION REMEDIES.** If the Contract is not declared terminated pursuant to Section C Environmental Defect, as described above, and the Buyer has delivered Buyer's Inspection Response to Seller, then Buyer and Seller shall have ten (10) days after Seller's receipt of the Inspection Response in which to reach an agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:

- (a) Who shall pay a specific portion of such repairs and the individuals who will do the work, or
- (b) An agreed monetary adjustment at Closing in lieu of the correction or defects, or
- (c) Terms which include who shall pay and what contractors will do a portion of the work together with an agreed monetary adjustment at closing.

(Note: A monetary adjustment may affect the terms of the Buyer's loan, e.g. down payment, interest rate and private mortgage insurance.)

If no written agreement is reached within said ten (10) days, then either party may terminate this Contract by delivery of a Termination Notice to the other party. Notwithstanding the previous sentence, within the ten (10) day period, the Seller's written commitment to correct all the defects at his expense prior to Closing or the

INITIALS _____

INITIALS 

98 Buyer's written commitment to accept the Property without correction of the defects shall also constitute an
99 "agreement" for purposes of this Section, even if earlier negotiations failed to produce an agreement. In the event
100 of termination, Buyer must show proof of payment to all inspectors prior to release of the Earnest Money. For
101 Termination Procedure see Paragraph 35.

102 (E) LIABILITY DISCLAIMER. The real estate agent(s) shall not be liable in any way for damages incurred
103 pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any
104 inspections or findings of any Parties in connection with an inspection, or the expense of any Party in
105 connection with this or any other provision forming part of this Contract. Seller warrants that as of the
106 date the Contract was signed, he has not received any written notification from any governmental
107 agency requesting any alterations to the Property, which have not been satisfactorily made or disclosed
108 to the Buyer in writing and will promptly inform Buyer of any such notice received prior to closing.

109 11. FINANCING CONTINGENCY. - Commercial LOAN
110 Mortgage Loan. This Contract is contingent upon Buyer obtaining a loan commitment with a Loan Amount:
111 Max Amt % of the Purchase Price: Initial annual interest rate not greater than: 5.25 % for a term no less than
112 years.

113 Other Terms: ("Loan Terms")
114 Seller agrees to pay up to \$ of Buyer's loan Closing costs, prepaid expenses, origination fee
115 and discount costs (points). Pre-approval letter from Buyer's lender attached or shall be submitted to Seller by
116 3-8-2016 (Pre-Approval Deadline). If the Buyer does not provide a written pre-approval letter by
117 the Pre-Approval Deadline, Seller may terminate this Contract by delivery of a Termination Notice within five (5)
118 days after such Pre-Approval Deadline. Failure of Seller to timely deliver such Termination Notice shall be
119 considered a waiver of Seller's rights to receive the Pre-Approval letter. For Termination Procedure, see paragraph
120 35.

121 In the event Buyer timely satisfies delivery of a pre-approval letter, Seller waives delivery of a pre-approval letter, or a
122 pre-approval letter is not otherwise required by this Contract, the Buyer must satisfy the balance of the obligations set
123 forth in this Paragraph 11 on or before 3-8-2016 (date). ("Finance Contingency Deadline").

124 TYPE: CNV. Other (Insert appropriate Letter A, B, C or D)

125 Buyer is required to immediately apply for the financing indicated above and may not rely on any other
126 contingency in this Contract or Addenda to this Contract to delay such application. Buyer shall use due
127 diligence and good faith in obtaining such financing or assumption and in serving upon Seller written
128 evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided
129 by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a
130 copy of a written statement by the lender of such inability upon the Seller, by the Finance Contingency Deadline, the
131 Buyer may terminate this Contract by service of the Termination Notice on the Seller. If Buyer has not served upon
132 Seller written evidence of a Loan Commitment on or before the Finance Contingency Deadline Seller may, within five
133 (5) days after the Finance Contingency Deadline, terminate this Contract by service of the Termination Notice on
134 Buyer. For Termination Procedure, see Paragraph 35. The Parties herein grant to the Buyer's lender the permission
135 and authority to disclose information concerning the status of the loan (such as additional requirements or
136 predications) to the respective Designated Agents.

137 (A) Mortgage Assumption. If the "Other" box is marked with the Letter A, this Contract is contingent upon
138 Buyer, at Buyer's expense obtaining the lenders' consent, if necessary, to Buyer's assumption of Seller's
139 mortgage, and Contract to pay the existing real estate mortgage loan with an approximate balance of
140 \$ with an interest rate of not greater than % per annum, and with a transfer
141 fee of no more than \$ or % of loan amount. Seller agrees to permit such
142 assumption WITH WITHOUT (check one) release of Seller's obligations. Interest, and other loan
143 expenses, shall be prorated as of Closing. If allowed by Seller's lender, any tax or insurance escrow shall
144 be assigned to Buyer and paid for by Buyer at Closing.

145 (B) Purchase Money Mortgage (Seller Financing). If the "Other" box is marked with the Letter B, this
146 Contract is contingent upon the Buyer obtaining a mortgage from Seller on the Loan Terms indicated
147 above. Seller's attorney to prepare the necessary documents, at Buyer's cost and expense, for this
148 transaction and the Parties must agree on the form of same on or before the Finance Contingency
149 Deadline. In the event the Parties cannot so agree, either Party may terminate this Contract. For
150 Termination Procedure see Paragraph 35.

151 (C) Secondary Mortgage Loan. If the "Other" box is marked with the Letter C, this Contract is contingent
152 upon the Buyer obtaining a second mortgage or bridge loan commitment for % of the

Handwritten initials and signatures in the bottom right corner.

ADDRESS

1 INDUSTRIAL DR. FREEBURG, IL

DATE 1-26-2016

153 Purchase Price from _____ at an initial rate not greater than _____%, for terms
 154 not less than _____ years amortized over _____ years with the loan origination fee (points
 155 to Buyer) not greater than _____% of the loan amount secured by this Property and/or
 156 other Property, _____ (address).

157 (D) **Contract for Deed.** If the "Other" box is marked with the Letter D, the Seller shall prepare the
 158 necessary documents, at Buyer's cost and expense, for this transaction and the Parties must agree on
 159 the form of same on or before the Finance Contingency Deadline. Contract for Deed Addendum K is
 160 attached. For Termination Procedure, see Paragraph 35.

161 **Cash Transaction.** This Contract is not contingent on financing. Buyer shall provide to Seller written
 162 evidence of funds available to Close on or before *fifteen (15) days after Acceptance Deadline* but no later than *ten*
 163 *(10) days prior to Closing*, whichever is earlier. If Buyer fails to provide written evidence of funds as stated in the
 164 prior sentence, Seller may, at its option and *within five (5) days of Buyers failure to provide*, terminate this Contract
 165 by service of Termination Notice to Buyer. For Termination Procedure, see Paragraph 35.

166 12. **APPRAISAL.** Buyer's lender may obtain an appraisal no later than the Finance Contingency Deadline, or if this
 167 Contract is a cash transaction (as provided in Section 11), Buyer at his option and expense may obtain an
 168 appraisal by a certified appraiser *within thirty (30) days after the Acceptance Deadline*. If the appraisal
 169 report indicates that the appraised value is not equal to or higher than the Purchase Price, Buyer shall have the
 170 option to deliver a copy of the appraisal to the Seller *within two (2) days after it is available to Buyer*
 171 requesting an adjustment to the Purchase Price. If Seller does not agree to adjust the Purchase Price down to the
 172 appraised value *within five (5) days after Seller's receipt of the appraisal report*, Buyer at his option may
 173 terminate the Contract by delivery of a Termination Notice to Seller *within two (2) days following the*
 174 *aforementioned five (5) day period*. For Termination Procedure, see Paragraph 35. Nothing herein shall
 175 prevent Buyer and Seller from reaching a negotiated Purchase Price adjustment prior to the termination of the
 176 Contract.

177 13. **ACCESS TO PROPERTY.** Seller agrees to permit access to the Property by Inspectors, Governmental Agencies,
 178 surveyors, engineers and appraisers selected by Buyer, or inspectors required by Buyer's lender, upon
 179 reasonable advance notice to Seller. Buyer and Buyer's agent(s) may also be present during all such inspections
 180 and the "walk through." Buyer will hold harmless and indemnify Seller from mechanics liens accrued from its
 181 investigations of the property.

182 14. **ADJUSTMENTS AND CLOSING COSTS.** Unless otherwise agreed herein, adjustments, charges, and Closing costs
 183 are to be paid by the Parties as follows:

184 **Buyer shall pay (where applicable):**

- 185 (a) Later date title charges and other Title Company charges (including closing, recording and escrow
- 186 fees, and all title charges required by the Lender) customarily paid by Buyer;
- 187 (b) Hazard insurance premiums; flood insurance premium, if required by lender;
- 188 (c) Credit report(s), appraisal fees and survey;
- 189 (d) Any charges imposed by the Buyer's lender, for example: points, loan discount fees, private mortgage
- 190 insurance, VA funding fees, and other loan expenses; property inspections; municipal inspections and
- 191 occupancy permit;
- 192 (e) Taxes and assessments or subdivision assessments levied after closing (see below);
- 193 (f) Real estate commission per written Contract with Buyer's agent; and

194 **Seller shall pay (where applicable):**

- 195 (a) Existing loans on Property (if not assumed by the Buyer);
- 196 (b) Basic title insurance premium and other Title Company charges (including closing, recording and
- 197 escrow fees) customarily paid by Seller;
- 198 (c) Taxes and assessments and subdivision assessments levied before Closing (see Section 16)
- 199 and revenue stamps;
- 200 (d) Real estate commission per written Contract with Seller's agent.

201 15. **OTHER PRORATIONS.** The Buyer shall receive a credit due to, and the Seller's proceeds shall be reduced by,
 202 prorations based on excess lease payments (for example, lease payments received prior to the Closing Date but
 203 intended to compensate Seller for use of the Property from the date immediately following the Closing Date and
 204 thereafter) received by the Seller (including prepaid rentals and any payments required by the tenant under a
 205 lease arrangement) and Conservation Reserve Program ("CRP") or any other setback program paid to the Seller
 206 as of the date of the Closing. The Seller warrants that the tenant is current on all required payments under the
 207 lease. The Purchase Price shall be increased by any excess value of crop shares payments or other payments due
 208 from the tenant under the lease arrangement and the amount of the Conservation Reserve Program payment or

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[Handwritten initials]

209 other setback payment to be received by Buyer after the Closing Date, prorated to the Closing Date calculated on
 210 a 365-day year. The proration as contemplated by the immediately preceding sentence shall be calculated upon
 211 the basis of the crop yields and/or Conservation Reserve Program payments and/or setback payments received
 212 by Seller in the prior year. The parties will use their best efforts to establish such prorations, but the amount of
 213 such prorations shall not be considered a final settlement between the parties due to the possibility of
 214 conditions which may occur subsequent to the closing or options that may be exercised by one or both of the
 215 parties subsequent to the closing. If, within two years, either party determines that the prorations were
 216 overpaid/underpaid by two hundred dollars (\$200.00) or more, the party aggrieved by the discrepancy shall be
 217 promptly reimbursed such discrepancy by the party receiving the benefit of the discrepancy upon a receipt of a
 218 written request along with verification of the overpayment/underpayment. In any event, the real estate agents
 219 and the closing agent shall not be responsible to either party for the collection of such discrepancy.

220 16. **TAXES AND ASSESSMENTS.** The ad valorem real estate taxes and assessments (both governmental and
 221 private) shall be apportioned through the Closing Date at the Seller's expense (Seller to have the last day). The
 222 proration thereof shall be calculated upon the basis of the most recent tax information, including confirmed
 223 multipliers. Any special assessment, regardless of whether such special assessment is a lien on the Property or
 224 is required under the covenants, restrictions, or declarations of a subdivision, development, which is a onetime
 225 assessment being paid in installments by the Seller, shall be paid in full at Seller's expense at the time of Closing.
 226 If the Property is not separately assessed and is part of a larger parcel assessed for tax purposes, the Taxes for
 227 the Property shall be further prorated based on the proportion that the square footage land area of the property
 228 bears to the square footage land area of the larger parcel (excluding taxes attributable to the assessed value of
 229 improvements constructed by the Seller on the larger parcel, if any, which shall be payable by Seller). All such
 230 taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall relieve the Seller
 231 from any liability to Buyer in connection herewith; however, in the event that the real estate taxes and
 232 assessments (specified or otherwise) prorated hereunder are overpaid/underpaid by more than two hundred
 233 dollars (\$200.00), the Party aggrieved by this discrepancy shall be promptly reimbursed such discrepancy by
 234 the Party receiving the benefit of the discrepancy upon receipt of a written request along with verification of the
 235 overpayment/underpayment. Buyer should not assume that Buyer's future real estate tax bills on the property
 236 will be the same as the Seller's present tax bill. **IN ANY EVENT, THE REAL ESTATE AGENT(S) AND THE CLOSING
 237 AGENT SHALL NOT BE RESPONSIBLE TO EITHER PARTY FOR COLLECTION OF SUCH DISCREPANCY.**

238 17. **DEED OF CONVEYANCE.** Seller shall execute a proper deed sufficient to convey the Property to Buyer, or
 239 Buyer's nominee, in fee simple, subject to exceptions permitted herein, and delivered to Buyer at Closing upon
 240 Buyer's compliance with the terms of this Contract.

241 18. **EVIDENCE OF TITLE.** Within a reasonable time after the Acceptance Deadline, Seller shall deliver a
 242 commitment for title insurance ("Title Commitment") issued by a title insurance company ("Title Company")
 243 regularly doing business in the county where the Property is located, committing the Title Company to issue a
 244 policy in the usual form insuring title to the Property in Buyer's name for the amount of the Purchase Price.

245 **Buyer is cautioned** that there may be subdivision covenants, bylaws, or other restrictions on the use of the
 246 Property, all of which should be recorded in the office of the Recorder of Deeds in the county in which the
 247 Property is located ("Title Restrictions"). Examples of restrictions include construction of improvements
 248 including room additions, a swimming pool, and non-residential uses of the Property such as use of a room for
 249 business or the right to keep certain vehicles or animals on the Property. The Buyer is advised to review all
 250 easements, government regulations and subdivision restrictions before Closing if the Buyer plans these or
 251 similar uses. If Buyer requires assistance in reviewing easements, surveys, restrictions or other matters
 252 affecting the title or use of the Property, Buyer should seek competent legal advice. The real estate agents have
 253 no responsibility to advise the Buyer about any Title Restrictions concerning the Property.

254 "Permitted Exceptions" to title shall include only the lien of taxes and assessments, zoning laws and building
 255 ordinances, easements, apparent or of record, which do not underlie the improvements or render the Property
 256 unmarketable; covenants and restrictions of record which are not violated by the existing improvements or by
 257 the present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed); coal, gas
 258 and other minerals excepted or conveyed in prior transactions.

259 Buyer shall deliver written notice of exceptions to which the Buyer objects (all exceptions not noted by Buyer
 260 shall be "permitted exceptions") and the reasons for the objection to the Seller **within seven (7) days after
 261 being furnished the Title Commitment.** Seller shall have **five (5) days** to have such title exceptions removed or
 262 demonstrate that the objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions
 263 or demonstrate that the objections will be cleared prior to Closing, the Buyer shall have the option to terminate
 264 this Contract, in which case the Buyers shall deliver to Seller a Termination Notice. For Termination Procedure,

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see Paragraph 35. In the event the Title Commitment is not available to allow the full time frames provided above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and permitted exceptions.

19. SURVEY. Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land Surveyor, at least **twenty (20) days prior to Closing**.

- (a) **Within five (5) days of receipt of survey**, Buyer shall give written notice to Seller of objections raised by the survey, that: (1) are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer to serve written notice of objections to the survey on Seller within such time frame will constitute a waiver by Buyer of any survey objections.
- (b) If Buyer does timely object, Seller has **five (5) days from receipt of the survey objections** to agree in writing to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the Purchase Price based upon the survey objections.
- (c) If Seller does not so agree as provided in 19(b) hereof, the Buyer may terminate this Contract by delivery of a Termination Notice to the Seller, unless Buyer, **within two (2) additional days**, agrees in writing to accept the Property subject to the survey objections. If the Buyer delivers the Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey, notwithstanding Section (b) above, the Buyer must provide proof of payment to the surveyor, prior to release of the Earnest Money). For Termination Procedure, see Paragraph 35.

20. NOTICES. For the purposes of this Section and other provisions of this Contract, the Buyer or the Seller may be referred to as the "Party" or "Parties." All notices required shall be in writing and shall be served by one Party or his Designated Agent to the other Party or his Designated Agent. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner subject to Paragraph 26 of this Contract:

- (a) By personal delivery of such notice deemed given upon personal delivery; or
- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing (except mailing on Sunday or a holiday shall be considered effective the next business day); or
- (c) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time of facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered effective the next business day); or
- (d) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a Sunday or holiday shall be considered effective the next business day).

21. RISK OF LOSS. Risk of loss to the improvements on the Property (if there are improvements on the property) shall be borne by the Seller until Closing. If, after the Contract is executed the Property is destroyed or damaged, by fire, windstorm, or other casualty, Seller shall immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A) Seller shall restore the Property to a condition mutually agreed upon by the Parties and Buyer, at his option and expense, may obtain written inspection reports from qualified engineers, licensed home inspection services, licensed contractors, environmental and/or utility companies to satisfy Buyer that said repairs have been performed or (B) Buyer shall proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies insuring the improvements. Notwithstanding the previous sentence, if the Parties fail to agree to (A) or (B) above within **ten (10) days** after Buyer has received written notice of such damage or destruction and the amount of the insurance proceeds payable, the Contract shall be considered terminated. For Termination Procedure, see Paragraph 35. The termination hereunder does not constitute a default under this Contract by either Party.

22. REMEDIES UPON DEFAULT. If either party defaults in the performance of any obligation of this Contract, the party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity, including enforcement of sale and damages. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees. In the event of Earnest Money disputes, parties

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acknowledge they must agree, in writing, to the disposition of Earnest Money or proceed to a resolution pursuant to the provisions of Paragraph 24. For the Termination Procedure, see Paragraph 35.

23. **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in escrow be deemed "abandoned" if all the following transpire: (i) the absence of disbursement, (ii) the absence of the filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the transaction or either principal's duly authorized agent. In the event of earnest money dispute, parties acknowledge they must agree, in writing, to the disposition of earnest money as stated in the Termination Notice. Parties further acknowledge real estate brokers have no authority to release earnest money without signatures of all parties to the Contract. If the parties fail to agree, the disposition of the earnest money shall be distributed pursuant to Paragraph 24, namely, as agreed to by the Parties in writing or as directed by an arbitrator's award, as appropriate.

24. **MEDIATION/ARBITRATION/LITIGATION.** Seller and Buyer agree that all disputes or claims for Earnest Money \$5,000 or less shall be filed through the small claims procedures available through courts of local jurisdiction. Seller and Buyer agree that any other disputes or claims arising out of or relating to this Contract over \$5000, including, without limitation, disputes for the return of the Earnest Money or the overpayment/underpayment of taxes, the breach of this Contract, or the services provided in relation to this Contract, representations, made by the Buyer, Seller or other person or entity in connection with the sale, purchase, financing, condition, or other aspect of this Property, allegations of concealment, misrepresentations, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules of Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Buyer, and no real estate agents or other third parties may be involuntarily joined into such process. Any agreement signed by the Parties pursuant to the mediation conference shall be binding. The Parties shall pay the fees as set forth in the relevant rules as set forth herein.

The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by mediation shall be settled by binding arbitration using the services of United States Arbitration & Mediation Midwest, Incorporated, in accordance with its relevant arbitration rules. The Arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Party is entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.

The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.

25. **ACCEPTANCE DEADLINE DEFINED.** "Acceptance Deadline" is the time from which various time limits and contingencies are to be measured. Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the deadline for acceptance that was provided to the last Party whose signature resulted in a Contract (even if that signature was obtained before the deadline), provided however in the event no offer resulted in a Contract. "Acceptance Deadline" is defined as the deadline for acceptance provided in the most current offer.

26. **TIMING.** Except for the "Acceptance Deadline" as defined in Section 25 and a deadline stated in days in Addendum A, if any date, time period or deadline hereunder falls on a Sunday or a state or federal holiday, then such date shall be extended to the next occurring business day. Subject to Paragraph 26, if any provision of the Contract or any Addendum refers to a date, time period, or deadline in "days", said reference to days shall mean calendar days unless specified otherwise.

27. **BINDING EFFECT.** The Contract shall be binding on and for the benefit of the Parties and their respective heirs,

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personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all provisions of this Contract shall survive the Closing.

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28. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the terms hereof. The Contract may not be changed, modified or amended, in whole or in part, except in writing by all Parties.

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29. **ASSIGNABILITY OF CONTRACT.** This Contract is assignable by Buyer only with the written consent of Seller, whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the Purchase Price or Buyer is assuming an existing note and mortgage, Seller may withhold his consent in his sole and absolute discretion. An assignment does not relieve the Parties of their obligations under the Contract.

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30. **GOVERNING LAW.** This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing with one another.

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31. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and in masculine, feminine or neuter gender according to content. The Illinois Real Estate License Act, in effect on the Acceptance Deadline, shall take precedence over any definition herein to the contrary.

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32. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc) copies shall be deemed true copies, however, Parties shall exchange original copies as soon thereafter as practicable.

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33. **NON-DISCRIMINATION.** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

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34. **INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability *within ten (10) business days* after Acceptance Deadline. If Buyer is unable to obtain evidence of insurability and serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void and Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer. If written notice is not served within the time specified, the Buyer shall be deemed to have waived the contingency and this Contract shall remain in full force and effect.

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35. **TERMINATION PROCEDURE.** In the event either party to this Contract is entitled to deliver a Termination Notice to the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to sign the Termination Notice and the Earnest Money shall be disbursed to the terminating party. If a Termination Notice is provided by a party for a reason other than allowed in the Contract, including any agreed Addenda, that party shall propose a distribution of the Earnest Money that such party deems appropriate under the circumstances; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this Paragraph. If either party submits a Termination Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party shall be considered in default as described in Paragraph 22. The Termination Notice shall be signed and returned *within 5 days* or the terms of Paragraph 24 shall govern.

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36. **ADDENDA.** If checked, the following pre-printed addenda are made a part of this Contract:

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- Addendum A - Contingency on Sale and/or Closing of Buyer's Property
- Addendum E - Additional Personal Property
- Addendum F - Limited Purpose Entry by Buyer prior to Closing
- Addendum G - Possession by Buyer prior to Closing
- Addendum K - Contract for Deed
- Addendum N - Notice of short Sale Contingency
- Addendum S - Secondary Contract

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Additional Addendum Addendum A1 (3 pages)

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SPECIAL AGREEMENT(S): Added Addendum A 2

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ADDRESS 1 Industrial Dr. Freeburg IL DATE 1-26-16

426 AGENT INTEREST. Pursuant to 225 ILCS 554/10-27, Angie Causey is a licensed real estate
427 agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this
428 transaction.

429 INITIALS. The Parties have initialed each of the ten (10) pages of this Contract. Initialing each of the pages merely
430 acknowledges that the Parties have read and understand the terms indicated on such pages; failure to initial all the
431 pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract are satisfied.

PLEASE PRINT

432 PARTIES:
433 SELLER Village of Freeburg BUYER Michael W.P. Causey ^{and/or assigned}

434 Address: _____ Address: 3008 Smelting Works Road
435 City/State/Zip: Freeburg, IL City/State/Zip: Swansea, IL 62226

436 SELLER _____ BUYER Jay A. Russell ^{and/or assigned}
437 Address: _____ Address: 325 Carson Dr.

438 City/State/Zip: _____ City/State/Zip: Bolleville, IL 62223
439 E-mail Address (Optional): _____ E-mail Address (Optional): _____

440 Listing Broker: AH Realty Advisors Selling Broker: Prestige Realty Group
441 Address: 330 N. 4th Suite 300 Address: 2001 N. 17th

442 City/State/Zip: St. Louis, MO City/State/Zip: Swansea IL
443 Phone/Cell: 314-773-1700 Phone/Cell: _____

444 Designated Agent: Mike Sintzel Designated Agent: Angie Causey
445 Phone: 567-9083 Phone: 618-781-9092

446 Fax: _____ Fax: 236-2112
447 E-mail Address: (Optional): _____ E-mail Address: (Optional): _____

448 Contract to be accepted by Seller by 10 AM on 2-02, 2016.
449 Buyer [Signature] Date 1-26-16 Buyer [Signature] Date 1-26-16

450 OFFER TO PURCHASE RECEIVED BY LISTING AGENCY: I HEREBY ACKNOWLEDGE RECEIPT OF \$ 1,000
451 DATE _____ EARNEST MONEY MENTIONED ABOVE.
452 BY _____ BY To be determined

453 On this _____ day of _____, _____ (year), Seller Accepts Rejects or Counter Offers - the foregoing
454 contract. If seller counters, Counteroffer Addendum is attached.

455 Seller _____ Date _____ Seller _____ Date _____

INITIALS _____

INITIALS [Signature]

ADDRESS 1 INDUSTRIAL DR Freeborn, IL DATE 1-26-2016

456 TITLE COMPANY INFORMATION:

457 Name: To Be Determined Contact: _____

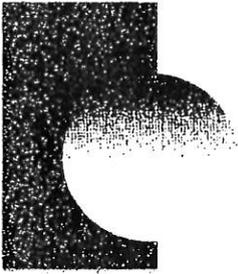
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459 Phone: _____ Fax: _____ E-Mail Address: _____

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**BANK of
BELLEVILLE**
"Smaller Bank, Bigger Service"

720 W. Main Street, Suite 100
Belleville, IL 62220
618.233.6400
WWW.BANKOFBELLEVILLE.COM

January 26, 2016

RE: Mike Causey and Jay Russell/or Entity to be named, #1 Industrial Dr., Freeburg, Il

To whom it may concern:

Mike Causey and Jay Russell/ or entity to be named have been approved to purchase property at #1 Industrial Dr., Freeburg.

If you have any questions, please call the undersigned at 233-6400.

Sincerely,

Todd C. Neighbors
Senior Vice President
Bank of Belleville
215 S. Illinois St
Belleville, Illinois 62220

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Prueti
Elizabeth Niebruegge
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C.

FREEBURG, ILLINOIS INDUSTRIAL PARK QUESTIONNAIRE

The Freeburg Industrial Park consists of approximately fifty-one acres of land that is situated on the southern border of Freeburg, Illinois. Freeburg's population in the 2010 census was 4,354 and it is estimated to have a current population of around 4,500.

Freeburg is located approximately 24 miles southeast of the City of St. Louis, Mo. at Latitude 38.428 / Longitude -89.913. Average daily min./max. temperatures range from 22^{OF}/40^{OF} in January to 67^{OF}/90^{OF} in July. Average annual precipitation is 39.3 inches.

The industrial park is bordered on the east side by State Route 13 and on the west side by the CN Railroad. The Village of Freeburg has completed all infrastructure improvements in the park including concrete streets, municipal water and sewer lines and Village electric distribution system. The site is also served by AmerenIP natural gas service.

The purpose of the Freeburg Industrial Park is to entice new or existing businesses (manufacturing, distributing or service) to locate in the Industrial Park to create jobs and increased tax base for the Village of Freeburg. No retail business is allowed.

All prospective businesses must be reviewed and approved by the Village Board. Factors that determine eligibility for a business to locate in the Industrial Park are a number of jobs created immediately, jobs created in the future, payroll and future expansion plans.

The Industrial Park has excellent access to transportation facilities. Highway 13/15 is currently being widened to four lanes into Freeburg. Upon completion, the four lane road will be available from just north of the Industrial Park to Interstate 255 about 15 miles to the north. The Industrial Park is within 30 miles of St. Louis Lambert International Airport and only about 10 miles from the new Mid-America Airport.

All properties in the Freeburg Industrial Park are zoned I-2 medium industrial by the Village. None of the park is in flood plain or wetland areas and all lots are essentially flat.

Freeburg offers a stable tax rate which is one of the lowest in St. Clair County and the St. Louis Metropolitan area. The Industrial Park has a Class six fire rating and adequate fire flows along public water supply to provide for fire suppression system, if needed. Local and state low interest loan programs are frequently available.

Additional information is available from the Village Administrator, Tony Funderburg at Village Hall, 14 Southgate Center, Freeburg, Illinois 62243, phone 618/539-5705.

② ②

Addendum A1 p. 3

DATE Jan 26, 2011

NAME OF BUSINESS: Cannon Utility Services, LLC PHONE 618-236-2800

CONTACT PERSON: JAY RUSSELL PHONE 618-910-9674

Mike Causey (US) 781-3245 FAX 618-236-2803

PRESENT LOCATION: 1602 Centreville Ave. Belleville, IL 62220

TYPE OF BUSINESS: Utility Service Company

NUMBER OF EMPLOYEES PRESENTLY EMPLOYED: FULL TIME 16 PART

AVERAGE HOURLY WAGE: \$19.00 per hour

HOW MANY EMPLOYEES DO YOU ESTIMATE WILL BE WORKING FULL TIME AT THE NEW LOCATION IN 2 YEARS: 20 5 YEARS: 25

REASON FOR WANTING TO RELOCATE: need more space

HOW MANY ACRES DO YOU REQUIRE: 5

WHAT TYPE OF BUILDING DO YOU INTEND TO BUILD: stick frame metal building

SIZE OF BUILDING: approx 6,000 to 8,000 sq ft

WHAT TYPE OF FINANCING DO YOU HAVE: Commercial financing

GIVE A BRIEF DESCRIPTION OF YOUR BUSINESS (Product Manufactured, Distributed or Type of Service Work Performed): Underground utility: boring, excavation, and trenching

GIVE A BRIEF OUTLINE OF YOUR EXPANSION PLANS FOR THE NEXT FIVE YEARS AFTER LOCATING IN THE PARK: possibly add 2 more 6,000 sq ft buildings.

ANY SPECIAL UTILITY NEEDS. IF SO, PLEASE LIST: 2" main into building, 400 amp service

If you have a formal business plan, please attach to this questionnaire. Also, if you have any other information pertinent to your business, please write on back or attach additional sheets.

Addendum A2

ADDENDUM A2

USE: Buyer shall use the subject premises for the location and construction of a utility services business. Construction shall be commenced within eighteen (18) months of the closing of this transaction or the subject premises shall revert to the Seller and the Buyer's purchase money, less the expenses incurred by Seller as referenced above shall be returned to the Buyer upon receipt of an executed deed from Buyer conveying the property to Seller. Prior to construction of the utility services business, the property may not be sold or transferred to any other person or entity for any other purpose without the express written authorization of the corporate authorities of the Village of Freeburg. Buyer represents and warrants that Buyer intends to construct a building and other improvements necessary to operate a utility services business and that the property is not being purchased to hold for speculative purposes.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'RW' or similar, enclosed within a circular flourish.

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Mathew Trout

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VILLAGE OF FREEBURG**FREEBURG MUNICIPAL CENTER**

14 SOUTHGATE CENTER, FREEBURG, IL 62243

Legal and Ordinance Committee Meeting

(Annexation/Building/Zoning Subdivision)

(Meehling/Blaies/Pruett/Trout)

Wednesday, January 27, 2016 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg**VILLAGE TREASURER**
Bryan A. Vogel**PUBLIC WORKS DIRECTOR**
John Tolan**POLICE CHIEF**
Stanley Donald**VILLAGE ATTORNEY**
Weilmuenster & Keck, P.C.

The meeting of the Legal and Ordinance Committee was called to order at 5:30 p.m. by Chairperson Lisa Meehling on Wednesday, January 27, 2016, in the Freeburg Municipal Center. Members attending were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Elizabeth Niebruegge, Trustee Ray Matchett, Zoning Administrator Gary Henning, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Denise Albers and Janet Baechle.

A. OLD BUSINESS:

1. Approval of December 30, 2015 Minutes: Trustee Mike Blaies motioned to approve the December 30, 2015 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Zoning Administrator Gary Henning reported the Lake property was finalized last Friday. We should have the payment for the mowing services soon and can move forward shortly.
3. Occupancy permits inspections: Administrator Funderburg reviewed this with the Fire Department and Attorney Manion. With Attorney Manion's concern regarding the liability, he suggested we enter into an intergovernmental agreement with the Fire Department. Hans said anything done together is a great thing. His inspections will cover the ingress and egress windows, smoke detectors, carbon monoxide detectors and any other noticeable fire hazards. Trustee Meehling stated this lessens the concerns voiced by landlords, and asked how everyone feels about going this route? Both Trustee Trout and Pruett said it's a starting point. Administrator Funderbug said we don't know the fee attached to it. Residents would have to go to the fire department to handle it. The committee would like Attorney Manion to start working on the agreement.
4. St. Clair County Update of Building and Property Maintenance Code: No update.
5. Combination of Plan Commission and Board of Appeals: Included in the packet is the ordinance Attorney Manion prepared to combine the Plan Commission and Board of Appeals. This would be a significant change to the zoning code which would require a public hearing conducted by the Plan Commission. Administrator Funderburg stated one of the biggest changes is some of the power comes back to the Village Board of Trustees. This would completely eliminate the current Board of Appeals and Plan Commission. Mayor Speiser stated we are thinking about having two members each from the current Plan Commission and Board of Appeals and three new members. All positions will be appointed by the Mayor. Tony confirmed Attorney Manion will be at the board meeting Monday night and can answer any questions about this. Trustee Meehling said with the decisions coming back to us, it provides a checks and balance system.

Legal and Ordinance Committee Meeting

Wednesday, January 27, 2016

Trustee Dean Pruett motioned to send the combination of Board of Appeals and Plan Commission to the Plan Commission for public hearing and Trustee Matt Trout seconded the motion. All voting yea, the motion carried.

6. Local Debt Recovery Program: Administrator Funderburg stated we were going to rewrite the code, but it is not as clear cut as we thought. This is on Attorney Manion's to-do list.
7. Golf Cars or Side by Side Vehicles: If we move forward with this, the committee discussed who would be responsible to handle the inspections. Rather than our police department, we could have the local auto shops conducting the inspections. Attorney Manion is looking into the liability issue. Trustee Pruett does not see the benefit of having them in town. Trustee Niebruegge said we need to look at the issue to see if the benefits outweigh the potential issues it could cause. Trustee Meehling stated we need to look at the legal issues.
8. Happy Hour Consideration: Administrator Funderburg included the happy hour information in the packet for the trustees to review. Trustee Trout said the state has passed it, so we need to look into it. The committee directed Tony to move forward with this.

B. NEW BUSINESS:

1. Executive Session to Discuss Litigation, 5 ILCS 120/2-(c)(11):

EXECUTIVE SESSION

5:58 P.M.

Trustee Matt Trout motioned to enter into Executive Session at 5:58 p.m. citing litigation, 5 ILCS, 120/2-(c)(11), and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:03 P.M.

The meeting reconvened at 6:03 p.m.

2. Ordinance #1568: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute a Loan Agreement with IEPA: Trustee Dean Pruett motioned to send Ordinance #1569 to the full Board for approval and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: Trustee Matt Trout motioned to adjourn at 6:05 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
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PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING
(Trout/Blaies/Meehling/Pruett)
Wednesday, January 27, 2016 at 6:30 p.m.

Chairman Matt Trout called the meeting of the Personnel and Public Safety Committee to order on Wednesday, January 27, 2016 at 6:33 p.m. Those present were Chairman Matt Trout, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Elizabeth Niebruegge, Trustee Ray Matchett, Village Clerk Jerry Menard, Chief Stan Donald, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Denise Albers and Janet Baechle.

POLICE:

OLD BUSINESS: None.

B. NEW BUSINESS:

1. Officer Boeving to Attend ISP K-9 School: Trustee Trout stated he met with Chief Donald and Officer Boeving to training. ISP has a class that runs from February 29, 2016 – May 6, 2016 in Springfield. The cost is \$1500 which includes the room, three meals per day and all the training. With that training, they are accredited by the Training Standards Board. We would get \$750 back if the dog passes. Chief Donald confirmed this will cause some overtime. Chief Donald does not think Joel will get a per diem since he gets 3 meals a day and the fuel.

Trustee Mike Blaies motioned to recommend to the full Board Officer Boeving and Duke be sent to the ISP Canine School from February, 2016 – May, 2016 and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

Trustee Dean Pruett motioned to recommend to the full Board the 1984 Harley be declared surplus and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

PERSONNEL:

A. OLD BUSINESS:

1. Approval of December 30, 2015 Minutes: Trustee Lisa Meehling motioned to approve the December 30, 2015 Minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Health Insurance Option to Switch to Spouse's Plan: Administrator Funderburg checked other municipalities and our schools, and they offer 75% of the single premium. Mayor Speiser said the amount of money going to insurance fund would drop, and our rates may increase since we would be losing a certain amount of people. Tony said you could still put a portion of that money in the insurance fund. Tony stated it benefits the village to have this policy. He will get the information out to everyone.

3. Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)1:

EXECUTIVE SESSION

6:47 P.M.

Trustee Dean Pruett motioned to enter into Executive Session citing personnel, 5 ILCS 120/2 – (C)(1) and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED

7:11 P.M.

Trustee Lisa Meehling motioned to reconvene the committee meeting at 7:12 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

Trustee Lisa Meehling motioned to recommend to the full Board Scott Pensoneau be hired as a full-time crew worker and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

B. NEW BUSINESS: Administrator Funderbug stated we are going to change the committee meetings to 15 minutes each which will eliminate the need to have to wait for the next one to start.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn at 7:13 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

Julie Polson
Office Manager