

REGULAR BOARD MEETING AGENDA – OCTOBER 19, 2015 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. October 5, 2015 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report
7. Attorney’s Report – Executive Session to Discuss Litigation, 5 ILCS 120-2(c)(11)
8. ESDA Report
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit B**
11. Recommendations of Boards and Commissions – None.
12. Contracts, Releases, Agreements and Annexations – None.
13. Bids –
 - 13 – 1. Notice of Intent to Award Stutz Excavating for Countryside Lane Culvert Improvement – **Exhibit C**
14. Resolutions –
 - 14 – 1. Resolution #15-11: A Resolution Approving the Settlement Agreement and Authorizing the Payment of Settlement Funds in the Litigation involving John Blomenkamp – **Exhibit D**
15. Ordinances – None
16. Old Business –
17. New Business –
18. Appointments – None.
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, October 14, 2015 – 5:30 p.m. – Unavailable
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, October 14, 2015 – 6:00 p.m. – Unavailable
 - 19-2a. Recommend Approval of Stutz Excavating for Countryside Lane Culvert Improvement – see Item #13-1 above
 - 19 – 3. Streets Committee Meeting – Wednesday, October 14, 2015 – 6:30 p.m. – Unavailable
 - 19-3a. Recommend Closure of Edison Street on October 24, 2015
 - 19 – 4. Committee as a Whole Meeting – Wednesday, October 14, 2015 – 7:00 p.m. – Unavailable
20. Upcoming Meetings
 - 20 – 1. Board of Appeals – Thursday, October 22, 2015 – 7:00 p.m.
 - 20 – 2. Legal/Ordinance Committee Meeting – Wednesday, October 28, 2015 – 5:30 p.m.
 - 20 – 2. Finance Committee Meeting – Wednesday, October 28, 2015 – 6:00 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, October 28, 2015 – 6:30 p.m.
 - 20 – 4. Plan Commission Meeting – Thursday, October 29, 2015 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, November 2, 2015 – 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

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 REGULAR BOARD MEETING OCTOBER 5, 2015 @ 7:30 P.M. BOARD MEETING MINUTES

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, October 5, 2015 in the Freeburg Municipal Board Room.

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

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

EXHIBIT A:

Mayor Speiser stated we have the minutes for approval from the Regular Board Meeting Monday, September 21, 2015 for approval with corrections

Trustee motioned to accept the minutes from the Regular Board Meeting Monday, September 21, 2015 with corrections and Trustee Lisa Meehling seconded. All voting aye, the motion carried.

EXHIBIT B:

FINANCE:

REVIEW OF BOARD LISTS: Trustee Matchett stated we reviewed the Board Lists.

REVIEW OF INVESTMENTS: Trustee Matchett stated we reviewed the Investments.

INCOME STATEMENT: Trustee Matchett stated we reviewed the Income Statement.

TREASURER'S REPORT: None.

OLD BUSINESS:

1. Sign at Industrial Park: The sign will be done early winter.
2. 3-5 Year Plan/Strategic Plan: Trustee Machett said the Tony and John are prioritize projects next week, and then Tony will start the budgeting process.
3. Newsletter: The newsletter was passed out at the committee meeting for everyone to review.

Village of Freeburg Board Meeting Minutes
Monday, October 5, 2015
Page 1 of 7

NEW BUSINESS:

1. 2015 Medical Insurance Expense: Trustee Matchett said we have the health insurance fund which has a surplus of \$119,184.47 and half of that should go into the employee surplus fund in the amount of \$59,592.24.

Trustee Ramon Matchett, Jr. motioned to have half of the 2015 medical insurance fund be transferred into the employee surplus fund in the amount of \$59,592.24 and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Matt Trout – aye; Trustee Lisa Meehling – aye; Trustee Mike Blaies – aye; Trustee Dean Pruett - absent; Trustee Elizabeth Niebruegge – aye (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.

TREASURER’S REPORT: None.

ATTORNEY’S REPORT: Attorney Manion said we need to go into Executive Session to Discuss Litigations 5 ILCS 120/2-(c)(11) on the Blomenkamp Litigations Suit.

**REGULAR BOARD MEETING
EXECUTIVE SESSION**

7:35 P.M.

Trustee Matt Trout motioned to go into Executive Session to Discuss Litigations, 5 ILCS 120/2-(c)(11)Blomenkamp Litigations and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, motion carried.

EXECUTIVE SESSION ENDED

7:47 P.M.

Trustee Matt Trout motioned to reconvene the Regular Board Meeting at 7:49 p.m. and Trustee Ramon Matchett, Jr. seconded the motion. All voting aye, the motion carried.

ESDA REPORT: Gene sent over his ESDA Report for everyone to review. If you have any questions please call Gene.

PUBLIC PARTICIPATION: None.

EXHIBIT C:

REPORTS AND CORRESPONDANCE:

1. Zoning Administrator’s Report: Mayor Speiser said Gary is not hear tonight due to an accident. He is doing just fine.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS. None.

BIDS: None.

RESOLUTIONS: None.

ORDINANCES: None.

OLD BUSINESS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT D:

Electric Committee Meeting:

Trustee Mike Blaies called the meeting of Electric Committee to order at 5:30 p.m. on Wednesday, September 16, 2015.

The following items were talked about or discussed:

OLD BUSINESS:

1. Surplus Temporary Service Equipment: Trustee Blaies said the guy that won the bid on the Expedition did not pick the car up. The committee agreed to relist it on Ibid. The portable generator has been picked up and will be place on the Ibid as well.
2. IMEA Grant Program: Trustee Blaies said the Freeburg middle school applied to IMEA Grant Program, for the lighting grant to replace the lights in the gyms. We agreed to award them \$3,502.50 in the last committee meeting.
3. Spreadsheet of Agreements: We reviewed the Spreadsheet of Agreements.

NEW BUSINESS:

1. Equipment Breakdown Customer Report: Trustee Blaies said this is the insurance company's annual review of our equipment and procedures. Trustee Blaies said as little as we run, we could do all of their recommendations, but it would cost us a lot of money. In the past we've had BHM&G advise us what procedures they feel are legitimate and should be done.

EXHIBIT H:

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, September 16, 2015.

The following item or items were talked about or discussed:

Mayor Speiser gave us and update on committee meeting in absents of Trustee Pruett.

OLD BUSINESS:

1. Sewer project: Mayor Speiser stated Larry and Tim was at the committee meeting to discuss the sewer project bid. It was award to Haier Plumbing being the low bid at \$932,527.62. It was about \$7,000 cheaper then Hanks. Larry is working on the application for the new sewer plant, which is about 3-5 years out. The committee did gave them the ok to do that.
2. Countryside Lane annexations: Attorney Manion is still working on this. Attorney Manion said this is moving forward.
3. Water Tower Painting: The water tower is back in service.

4. Water Violation- Restricted Status List: John said we should be off of the water violation restricted status list.
5. Water Line Extension on Rentschler Road: Mayor Speiser stated Mark is working on this.

NEW BUSINESS:

1. FSH Contract: Mayor Speiser said we talked about the FSH Contract. Which we are taking it to the next meeting.

Village Administrator Funderburg said we will have a Committee As A Whole Meeting on October 14, 2015 at 7:00 p.m. on the FSH Contract.

Trustee Blaies asked John if they started flushing fire hydrants. John said yes we have already began that project.

EXHIBIT F:

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, September 16, 2015.

The following items were talked about or discussed under:

POOL:

OLD BUSINESS:

1. Pool: Trustee Niebruegge state John is in the process of winterizing the pool. John said he is waiting on the cover.

NEW BUSINESS: None.

Trustee Niebruegge said the pool came out about \$4,500 ahead this season.

STREETS:

OLD BUSINESS:

1. Safe Routes to School: Trustee Niebruegge said everything got submitted to CN Railroad in order to cross the railroad track. Liz said the contractor went 1 day over and incurred a \$1,000 penalty. The committee agreed to waive the \$1,000 penalty.
2. Drainage Problem Areas/Southgate Dr./Countryside Lane: We discussed some drainage and culvert areas.
3. Shady Lane Dispute: Liz said the middle part of the lane is done, and we are not going to worry about the back. The front part is owned by so many people, once that is figured out, it will move quickly.
4. Community Compost Area/Leaf Program: Trustee Niebruegge said we discussed the new leaf program. Our goal is to put a detailed plan on the website site so everyone know when their leaf pick will be.

NEW BUSINESS:

1. The committee approved the Knights of Columbus donation request, National Association of Letter Carrier's donation requests and St. Joe's Annual 5K Run/Walk request.

EXHIBIT G:

Legal/Ordinance Committee Meeting:

Trustee Lisa Meehling called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, September 30, 2015.

OLD BUSIENSS:

1. Zoning Report/Nuisance Properties: Trustee Meehling said Zoning Administrator Henning received a call from St. Clair County advising there is a company from Springfield putting up garages without a permit. They do not meet our code, please let Gary know if you see anyone doing this.
2. Occupancy permits inspections: Trustee Meehling said we are going to form a group outside of the committee. This will include the Mayor, herself and some others. We will look into see what we need to do. Julie will look into other municipal checklist and get copies for us.
3. St. Clair County update of Building and Property Maintenance Code: Nothing new on this.
4. Combination of Plan Commission and Board of Appeals: Village Administrator Funderburg said we have a couple of options. We can combine both the Plan Commission and Board of Appeals which would consist of seven members. Or we could eliminate the Board of Appeals and replace the board with a Hearing Officer. This should be completed by the end of the year what we will do.
5. Comprehensive Plan: Trustee Meehling said we were to have a meeting with the Plan Commission on September 30, 2015 this was concealed and we are rescheduling this meeting when Mr. Woodward is better.
6. Local Debt Recovery Program: Attorney Manion is working on this. Attorney Manion said needs to amend the code to have a procedure that requires a separate hearing to fight the bill. Our goal is to have something before the next meeting.

NEW BUSIENSS:

1. Charter Franchise Agreement: We motioned to send the Charter Franchise Agreement to the board. *Trustee Lisa Meehling motioned the Charter Franchise Agreement be extended an additional five years to September 17, 2023 and Trustee Matt Trout seconded the motion.* **ROLL CALL:** Trustee Lisa Meehling – aye; Trustee Matt Trout – aye; Trustee Mike Blaies – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Mike Blaies – aye; Trustee Dean Pruett - absent; Trustee Elizabeth Niebruegge – aye (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.
2. Illinois Home Weatherization Assistance Program: Trustee Meehling said we received a request from St. Clair County Intergovernmental Grants Department asking us to waive our building permit fees when work is being done under this program.

Trustee Lisa Meehling motioned the Village of Freeburg waive their permit fees under the Illinois Home Weatherization Assistance Program and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Lisa Meehling – aye; Trustee Matt Trout – aye; Trustee Elizabeth Niebruegge – aye; Trustee Mike Blaies – aye; Trustee Ramon Matchett, Jr. Trustee Dean Pruett - absent; (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.

Liquor Code Regarding 2:00 p.m. The committee agreed to extend the 2:00 a.m. close until the board votes on the Plan Commission's recommendation.

Trustee Lisa Meehling motioned to recommend to the board to have the Plan Commission consider an amendment in the Liquor License Code to change the closing time on Friday and Saturday to 2:00 a.m. for retail liquor licenses, and also to extend the 2:00 am. Close until the Village Board votes on the Plan Commission's recommendation and Trustee Matt Trout second the motion. ROLL

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

EXHIBIT H:

Personnel/Police Committee Meeting:

Trustee Matt Trout called the meeting of Personnel/Police to order at 6:30 p.m. on Wednesday, August 26, 2015.

POLICE:

OLD BUSIENSS:

1. In Car Computer: Trustee Trout said it is getting close to being done. We are just waiting on a special router.

NEW BUSINESS:

1. Officer's Request to be paid for unused vacation: Trustee Trout said he would like to make a motion.

Trustee Matt Trout motioned that Officer Mike Schutzenhofer be paid for 40 hours of unused vacation and Trustee Lisa Meehling seconded the motion. ROLL CALL: Trustee Matt Trout – aye; Trustee Lisa Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Elizabeth Niebruegge – aye; Trustee Mike Blaies – aye; Trustee Dean Pruett - absent; (5 ayes, 0 nays, 1 absent). All 5 voting aye, motion carried.

PERSONNEL:

1. Job Descriptions/Handbook: We discussed the new handbook, which was provided to everyone. We have about two weeks to look it over. Please give Tony any changes you have. He will pass it along to our Attorney Manion. We hope to have all the changes and finalize for the next Police and Personal meeting.

NEW BUSINESS:

1. Hiring of Part-Time Help: We discussed hiring part-time help.

Trustee Matt Trout motioned to hire Ian Weber and Bob Huelsman and rehire Jason Zipfel for the part-time public works positions for the leaf program and Trustee Lisa Meehling seconded the motion. **ROLL CALL:** Trustee Matt Trout – aye; Trustee Lisa Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Elizabeth Niebruegge – aye; Trustee Mike Blaies – aye; Trustee Dean Pruett - absent; (5 ayes, 0 nays, 1 absent). All voting aye, motion carried.

APPOINTMENTS: None.

NEW BUSINESS: None.

UPCOMING MEETINGS:

- Electric Committee Meeting – Wednesday, October 14, 2015 – 5:30 p.m.
- Water/Sewer Committee Meeting – Wednesday, October 14, 2015 – 6:00 p.m.
- Streets Committee Meeting – Wednesday, October 14, - 6:30 p.m.
- Committee As A Whole Meeting – Wednesday, October 14, 2015 – 7:00 p.m.
- Board Meeting – Monday, September 21, 2015– 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Ramon Matchett, Jr. – No thank you.

Trustee Mike Blaies – No thank you.

Village Clerk Jerry Menard – No thank you.

Trustee Matt Trout – Matt said he just wants to remind everyone the Chili- Cook-Off is this Saturday from 11:00 to 7:00 at the Village Square Park. This is to benefit the Veteran’s Memorial. Please come out. We are also looking for volunteers to help out. He wishing Mr. Woodward, Gary and his wife a speedy recovery.

Trustee Lisa Meehling – Same as Matt. Please come out to the Chili-Cook-Off. We need Chili tasters, chili cooks and volunteers. She also wishes Mr. Woodward, Gary and his wife a speedy recovery.

Trustee Liza Niebruegge – Ditto to Lisa comments.

STAFF COMMENTS:

Public Works Director John Tolan: No thank you.

Village Attorney Brian Manion: – He wishes Hendog a speedy recovery.

Village Administrator Tony Funderburg – Come to the Chili-Cook-Off and try his donut chili. You have never had anything like it. You will love them.

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee Matt Trout motioned to adjourn the meeting at 7:55 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, motion carried.



Jerry Lynn Menard
Village Clerk

VILLAGE BOARD MEETING
October 19th, 2015

Gary Henning Zoning Administrator

4-Occupancy Permits issued to date in October 2015

1--Building Permit issued to date in October 2015:
1-Fence

Nuisances Corrected in October -- 4

Current Nuisances:

*#3 Lake Drive-abandoned: Has until October 7th, 2015 to put building into safe condition or demolished. (Leaving messages every day)PHH Mortgage Company has property. (Sent fax to legal department on 9/28/2015--still waiting on response). Talked with legal department and they have mowed and cleaned up outside--will let me know this week their plans and time table for completing restoring inside of home.

*Kenny Stumpf, 102 N. Cherry: Met with Gentry's and saw video and pictures of business taking place (copy is in Mr. Stumpf's file). I called and talked with Mr. Stumpf and informed him next time it happens the evidence will be turned over to our attorney for further prosecution. No complaints the last four weeks.

NEW BUSINESSES WORKING:

LOG LOGISTICS INC: Permit has been issued.

FREEBURG LIQUOR STORE: Planning Grand Opening soon--will call with date.

RESOLUTION NO. 15-11**A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND
AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS IN THE LITIGATION
INVOLVING JOHN BLOMENKAMP**

WHEREAS, the Village of Freeburg (“Village”) is a non-home rule municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village of Freeburg has reached terms on the settlement of John Blomenkamp’s lawsuits: *John Blomenkamp vs. Village of Freeburg*, et al., Case Number 14-cv-860, which was filed in the United States District Court for the Southern District of Illinois and *John Blomenkamp et al. v. Village of Freeburg et al.*, Case No. 5-15-0074, pending in the Fifth District of the Illinois Appellate Court and originally filed in the Circuit Court of St. Clair County, Illinois.

WHEREAS, Blomenkamp has provided a signed Settlement Agreement to the Village, releasing all of his claims against the Village and all Village agents, officers, and employees, including the two lawsuits specifically referenced above. A copy of the Settlement Agreement is attached as **Exhibit 1**.

WHEREAS, pursuant to the Settlement Agreement, Blomenkamp will dismiss his lawsuits against the Village with prejudice.

WHEREAS, the Board of Trustees finds that it is in the public’s best interest that the Settlement Agreement be approved and the payment of the settlement funds be authorized.

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 and authorize the execution of the Settlement Agreement, a copy of which is attached hereto as **Exhibit 1**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Settlement Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Settlement Agreement.

SECTION 2: The President and Board of Trustees of the Village of Freeburg authorize the payment of settlement for the net amount after federal, state and local taxes are deducted from the gross amount of Thirty Thousand and No/100 Dollars (\$30,000.00) and Blomenkamp will receive a Form W-2 from the Village of Freeburg relating to this payment. Said payment shall be made from the General Fund under the annual appropriation for Police Department Regular Salaries.

SECTION 3: The approval of this settlement is solely for the purpose of avoiding the expense and vexation of further litigation. Nothing herein shall be construed as an admission of liability or wrong doing by the Village or any Village agents, officers or employees. Nothing herein shall affect the validity of the termination of John Blomenkamp's employment by the Village, the validity of the Arbitration Award entered on December 6, 2013, ruling on Blomenkamp's union grievance under the Police Collective Bargaining Agreement that the Village had just cause to terminate the employment of John Blomenkamp or the validity of the ruling of the Circuit Court of St. Clair County dismissing Blomenkamp's appeal of the Arbitration Award.

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

ADOPTED, this 19th day of October, 2015, pursuant to a roll call vote as follows:

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 19th day of October, 2015.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

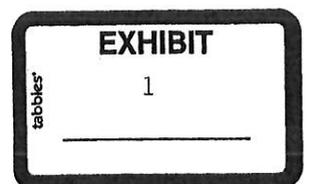
SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this ___ day of October, 2015, by and between John Blomenkamp ("Blomenkamp") and Village of Freeburg, Ray Danford, Dennis Herzing, Melvin E. Woodruff, Jr. and Michael Schutzenhofer (collectively "Defendants").

WHEREAS, Blomenkamp was an employee of the Village of Freeburg Police Department.

WHEREAS, on or about August 4, 2014, Blomenkamp filed a lawsuit in the United States District Court for the Southern District of Illinois, against Defendants denominated as Cause No. 3:14-CV-00860-NJR-PMF ("Lawsuit").

WHEREAS, on or about January 9, 2014, Blomenkamp appealed the Arbitration Opinion and Award dated December 6, 2013 (Arbitration FMCS No. 130122-52759-A) in Cause No. 14-MR-6 previously pending in the Circuit Court of St. Clair County, Illinois, wherein the Circuit Judge entered his Order and Judgment affirming the above referenced Arbitration Opinion and Award, which Order and Judgment was then appealed by Blomenkamp and denominated as Appeal No. 5-15-0074 in the Fifth District Illinois Court of Appeals ("Appeal"). In the Appeal, Blomenkamp has named as defendants the Village of Freeburg, Mayor Ray Danford, The Board of Trustees of the Village of Freeburg, Rita Baker, Seth Speiser, Charlie Mattern, Ray Matchett, Jr., Steve Smith, Mike Blaies, as Trustees of the Board of Trustees and individually, the Policeman's Benevolent Labor Committee and Chief Melvin E. Woodruff, Jr. (collectively "Appeal Defendants").



WHEREAS, Defendants deny the allegations made by Blomenkamp in the Lawsuit and Appeal Defendants deny the allegations made by Blomenkamp in the Appeal.

WHEREAS, by this Settlement Agreement, the parties hereto intend to settle and compromise all claims by Blomenkamp against the Defendants.

NOW THEREFORE, for good and valuable consideration, the parties agree to the above recitals and the below terms:

1. Defendants shall pay Blomenkamp, for him and his attorney, Anne Hillyer, One Hundred, Ninety-Five Thousand Dollars and No Cents (\$195,000.00), provided that Blomenkamp has fully executed and delivered this Settlement Agreement and Blomenkamp and his attorney have returned or destroyed all Executive Session recordings, minutes, notes, summaries and other documents or materials related to the Executive Session recordings (collectively "Executive Session Materials") and both have attested by their signatures below that they have not retained any copies of Executive Session Materials. Prior to the obligation to deliver the payment by Defendants to Blomenkamp, Anne Hillyer will sign the below release of any and all attorney liens or claims relating to the Lawsuit, the Appeal and/or the matters settled herein. Defendants agree to pay Blomenkamp the \$195,000 settlement amount as set out below (collectively "Settlement Payment"):

- a. A payroll check will be issued by the Village of Freeburg payable to Blomenkamp for the net amount after federal, state and local taxes (the only deductions will be taxes) are deducted from the gross amount of Thirty Thousand and No Cents (\$30,000.00) as compensation for lost wages and Blomenkamp will receive a Form W-2 from the Village of Freeburg relating to these wages mailed to John Blomenkamp, 7683 Red Ray Mine Road, Freeburg, IL, 62243;

- b. A check will be issued by Trident Insurance Company payable to Blomenkamp in the amount of Ninety Six Thousand, One Hundred, Forty Dollars and No Cents (\$96,140) as compensation for garden-variety emotional distress damages for which a Form 1099 will be issued to Blomenkamp mailed to John Blomenkamp at the address set out in 1.a. above; and
- c. A check will be issued by Trident Insurance Company for Blomenkamp's attorney fees and expenses made payable to Anne Hillyer, Tax Identification Number 27-5532199, in the amount of Sixty Eight Thousand, Eight Hundred, Sixty Dollars and No Cents (\$68,860) for which a Form 1099 will be issued to both Anne Hillyer and Blomenkamp, mailed to the address set out in 1.a. above, and to the Anne Hillyer mailed to 4441 Fatima Drive, St. Louis, MO, 63123.

It is agreed that any liability for Blomenkamp's income tax payments arising from the payment made in consideration of this Agreement shall be the responsibility of Blomenkamp, who agrees to assume full liability and responsibility for the payment of any and all such taxes. It is agreed that any liability for Anne Hillyer's income tax payments arising from the payment made in consideration of this Agreement shall be the responsibility of the Anne Hillyer, who agrees by her signature below to assume full liability and responsibility for the payment of any and all such taxes. Blomenkamp and his attorney Anne Hillyer understand and agree that no further claim for attorneys' fees, litigation expenses or court costs may be made against any party released hereby. Any attorneys' fees, litigation expenses, or court costs for the Lawsuit or the Appeal must be paid by Blomenkamp from the Settlement Payment mentioned above. No party released makes any representation regarding the tax consequences, if any, of this settlement.

2. Blomenkamp for himself and on behalf of his heirs, successors and assigns, does hereby remise, release and forever discharge Defendants and Appeal Defendants, their past, present and future officers, trustees, agents, employees,

insurers, attorneys, representatives, heirs, successors and assigns, individually and in their representative capacities (the "Released Parties"), from any indebtedness, claims, damages, causes of action, attorney's fees and costs, suits for legal or equitable relief, charges, complaints, liabilities of every nature and description, either direct or consequential, in law or in equity, for injunctive relief, specific performance, arising under statutes, regulations, executive orders, or ordinances enacted by federal, state, county or municipal governments, or any one or more of them, or under common law and/or for any damage or injury, including but not limited to loss of income or punitive damages and damage in any way relating to his employment at the Village of Freeburg, the Lawsuit, the Appeal and/or to claims which were or could have been alleged in the Lawsuit or Appeal together with any claim which he ever had, may now have or hereafter can, shall or may have against the Released Parties, including all unknown, undisclosed and unanticipated losses, wrongs, injuries, debts, claim or damages.

3. Blomenkamp represents and warrants that he does not have any legal reasons, including bankruptcies, that prevent him from fully releasing and waiving all claims; and has not assigned to anyone any claim, or portion of any claim, that he may have against any of the Released Parties. Blomenkamp further warrants that he is authorized to enter into this Agreement and that to his knowledge, no other person or entity has, or claims to have, any rights or interest in the subject matter of the Lawsuit and Appeal described above, or to the proceeds of the sums set forth in paragraph 1 above, except for plaintiff's attorneys, and Blomenkamp further warrants that he has authorized his attorneys to satisfy any liens, rights or subrogation, and/or any other right of reimbursement from the sums set forth in paragraph 1 above.

4. Neither the execution and delivery of this instrument nor any payment, nor the performance of any acts in connection herewith shall be construed at any time or place to be an admission by the Released Parties or Blomenkamp that they or any one of them at any time performed or failed to perform any act, which performance or failure to perform was or is in violation of any duties and/or which performance or failure to perform gives rise to any valid contract or claim for damages or any other relief whatsoever, it being the parties' intention that the settlement provided in this Settlement Agreement is solely in furtherance of a compromise of disputed claims to avoid the expenses and vexation of litigation.

5. The parties signing below represent and warrant that they are competent, are not under any duress, and are duly authorized to enter into this Settlement Agreement. The parties acknowledge that this Settlement Agreement reflects the joint drafting efforts of all parties and their respective counsel and that any ambiguity that may be found in the Settlement Agreement shall not be construed against any party.

6. The parties will execute two Settlement Agreements and each will be considered an original with Blomenkamp and Defendants retaining an original signed Settlement Agreement. The parties agree and stipulate that this Settlement Agreement is made and entered into within the state of Illinois and that the laws of the state of Illinois control the construction of this Settlement Agreement.

7. Within five (5) business days of receipt by Blomenkamp of the Settlement Payment, Blomenkamp shall file appropriate motion papers in the Lawsuit and in the Appeal to dismiss with prejudice all claims against Defendants in the Lawsuit and all

claims against Appeal Defendants in the Appeal, with each party to bear their own costs and attorneys' fees incurred.

8. The parties have not relied on any representations, promises or agreements of any kind made to them in connection with their decision to enter into this Settlement Agreement other than as set forth in this Settlement Agreement. Each party expressly represents and warrants that they have carefully read this Settlement Agreement, have had a reasonable amount of time to review and consider this Agreement, and understand all of its terms, and that the preceding paragraphs recite the sole consideration for this Settlement Agreement, that all agreements and understandings between the parties are embodied and expressed herein, and that this Settlement Agreement may only be amended in writing. The contents of this Settlement Agreement have been explained to Blomenkamp and Defendants by counsel of their own choice, and this Settlement Agreement is executed voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, this Settlement Agreement is executed on the day and year first above written.

JOHN BLOMENKAMP

VILLAGE OF FREEBURG

RAY DANFORD

By Mayor Seth Speiser

DENNIS HERZING

MICHAEL SCHUTZENHOFER

MELVIN E. WOODRUFF, JR.

I agree to the provisions in the above Settlement Agreement that address me and further agree that I am due no attorney fees and expenses directly from Released Parties, or any of their related entities or insurer with respect to the matters set out herein except as explicitly stated herein, and that, to the best of my knowledge, there is no other person (or persons) due attorney fees or expenses with respect to the said matters. Attorney fees and expenses will be paid by John Blomenkamp from the settlement proceeds pursuant to the arrangement between Mr. Blomenkamp and me. Anne Hiller hereby releases any and all attorney liens associated with claims against Released Parties.

DATED: October __, 2015

Anne Hillyer