

## REGULAR BOARD MEETING AGENDA - FEBRUARY 1, 2010 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
  - 4 - 1. January 19, 2010 - Regular Board Meeting - **Exhibit A**
5. Finance
  - 5 - 1. Finance Committee Meeting - Wednesday, January 27, 2010 - 5:30 p.m. - **Exhibit B**

5 - a. Board Report - MFT:	\$ 283.10
5 - b. Board Report - General:	\$ 685,370.77
5 - c. Warrant List - MFT Approve Payment for:	\$ 0.00
5 - d. Warrant List - General Approve Payment for:	\$ 32,554.07
5 - e. Warrant List - Total Approve Payment for:	\$ 32,554.07
6. Treasurer's Report - None.
7. Attorney's Report - Executive Session to discuss pending litigations, 5 ILCS 120/2(c)(11)
8. ESDA Report -
9. Public Participation -
10. Reports and Correspondence - None.
11. Recommendations of Boards and Commissions - None.
12. Contracts, Releases, Agreements and Annexations - None.
13. Bids - None.
14. Resolutions - None.
15. Ordinances -
  - 15 - 1. Ordinance No. 1346: Ordinance Authorizing Settlement of Watts Litigation - **Exhibit C**
16. Old Business
17. New Business
18. Appointments
19. Committee Meeting Minutes -
  - 19 - 1. Water/Sewer Committee Meeting - Wednesday, January 20, 2010 - 4:00 p.m. - **Exhibit D**
  - 19 - 2. Streets Committee Meeting - Wednesday, January 20, 2010 - 6:00 p.m. - **Exhibit E**
20. Upcoming Meetings
  - 20 - 1. Legal/Ordinance Committee Meeting - Wednesday, February 3, 2010 - 4:30 p.m.
  - 20 - 2. Streets Committee Meeting - Wednesday, February 3, 2010 - 5:30 p.m.
  - 20 - 3. Committee as a Whole Meeting - Monday, February 8, 2010 - 7:00 p.m.
  - 20 - 4. Electric Committee Meeting - Wednesday, February 10, 2010 - 5:30 p.m.
  - 20 - 5. Personnel/Police Committee Meeting - Wednesday, February 10, 2010 - 6:30 p.m.
  - 20 - 6. CLOSED IN OBSERVANCE OF PRESIDENT'S DAY - Monday, February 15, 2010
  - 20 - 7. Board Meeting - Tuesday, February 16, 2010 - 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)a.]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)].



*Trustee Tony Miller motioned to adopt Ordinance No. 1344 by title only and Trustee Steve Smith seconded the motion. ROLL CALL:* Trustee Tony Miller – aye; Trustee Steve Smith - aye; Trustee Charlie Mattern - aye; Trustee Rita Baker – aye; Trustee Corby Valentine – aye; Trustee Seth Speiser – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

**ORDINANCES:** Acting Mayor Rita Baker said next is Ordinance No. 1345: An Ordinance Amending Title IX, Chapter 94, Section 94.63 of the Revised Code of the Village of Freeburg, St. Clair County, Illinois (Bonfire Regulations).

*Trustee Seth Speiser motioned to adopt Ordinance No. 1345 by title only and Trustee Tony Miller seconded the motion. ROLL CALL:* Trustee Seth Speiser – aye; Trustee Tony Miller - aye; Trustee Corby Valentine- aye; Trustee Rita Baker – aye; Trustee Steve Smith – aye; Trustee Charlie Mattern – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

**ESDA REPORT:** ESDA Coordinator Gene Kramer said Barbara Whitaker, Emergency Response Manager from St. Clair County Health Department, sent him an email thanking us. She said without community support we would not be able to have a successful H1N1 vaccination clinic. She does have certificates of appreciation for the ESDA team. Gene said there was a total of 485 who received the vaccine within a 3-hour period. Gene said Ms. Whitaker also talked to several of our volunteers about becoming part of the St. Clair County Medical Reserve Corps and would like to invite our group to join. ESDA Coordinator Gene went on to update us on the weather. Gene also said Mike Blaies has joined ESDA and his has been officially sworn in. His training will begin later this month. Gene talked about the Haiti situation and what is being done and what we can do.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**APPOINTMENTS:** None.

#### **COMMITTEE MEETINGS MINUTES:**

**Legal & Ordinance Committee Meeting:** Trustee Seth Speiser called the Legal & Ordinance Committee Meeting to order on Wednesday January 6, 2010, at 4:30 p.m.

1. **Improvements on Commercial Building:** Trustee Speiser said Dennis is going to send something over to Trustee Smith for the Economic Development Committee to take a look at regarding the requirements for commercial buildings. Dennis is working on the permit requirements with respect to commercial building remodels.

2. **Status of Public Hazard Homes:** Trustee Speiser said Dennis sent a letter to the St. Clair County Health Department on the well issues that we have out at the Sheets property and Phil is talking with Mary Kinzinger about her property on Main Street.

3. **TIF Litigation:** Trustee Speiser said we are still waiting for Dennis and Steve to get together on that.

4. Stumpf Lawnmower Business: Trustee Speiser said everything been settled on the Stumpf Lawnmower situation.

5. Bonfire Code: Trustee Speiser said the Bonfire Code was adopted tonight.

**Personnel & Police Committee Meeting**: Trustee Rita Baker called the Personnel & Public Safety Committee Meeting to order on Tuesday, January 12, 2010 at 5:30 p.m.

1. Repairs on Ford Expedition: Trustee Baker said we talked about repairs to the 2001 Ford Expedition. Chief Woodruff told the committee a new engine was installed into the Ford Expedition. We had three bids-- two from Freeburg and one from New Athens. Green Mill didn't have time to do it. Acting Mayor Baker said the bid went to Micks. She advised we could have saved more by going out of town but we decided to keep the business in town.

2. Employee Handbook: Acting Mayor Baker said we went over the handbook, made some revisions. There will be a printout with all of the changes and we are going to go over it at the next committee meeting.

3. Public Works On Call Status: Acting Mayor Baker said we talked again about public works on call status, nothing is etched in stone yet.

4. Employee Clothing Reimbursements: Acting Mayor Baker said we talked about the reimbursements on employee clothing and we might have some changes on that.

**Electric Committee Meeting**: Trustee Corby Valentine called the Electric Committee Meeting to order on Thursday, January 14, 2010 at 5:30 p.m.

1. Switchover of Ameren To Freeburg Power: Trustee Valentine said one of the first topics under old business was the switchover from Ameren to Freeburg Power. We're getting real close to closing the contract, we got the final numbers from them and at the end of his report, he said he would like to go into Executive Session. Trustee Valentine said Dennis gave us a spreadsheet comparing Freeburg Care Center's current rates from Ameren to ours. They are part of the package we are going to get from Ameren as one of the properties to provide Freeburg power to. Trustee Valentine said Ameren rates are currently lower than ours. We agreed to hold their rates to Ameren's rates until theirs get caught up with ours.

2. Christmas Lights: Trustee Valentine said we discussed the Christmas lights in the park and the donations. There is some money left over and it is going to be invested until next year.

3. Lighting Highway 13/15: Trustee Valentine said we talked about the lighting of the new highway 13/15 and Ron is looking at options on where to place them and things like that.

**REGULAR BOARD MEETING  
EXECUTIVE SESSION  
7:45 P.M.**

Trustee Corby Valentine motioned to go into Executive Session citing pending litigation {5 ILCS,120/2 - (c )(5)} and Trustee Tony Miller seconded the motion. **ROLL CALL:** Trustee Corby Valentine – aye; Trustee Tony Miller - aye; Trustee Charlie Mattern - aye; Trustee Steve Smith – aye; Trustee Rita Baker – aye; Trustee Seth Speiser – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED**  
**8:04 P.M.**

Trustee Rita Baker motioned to reconvene the Regular Board Meeting at 8:05p.m. and Trustee Corby Valentine second the motion. All voting aye, the motion carried.

Mayor Danford asked Trustee Valentine if that takes care of the Electric Committee Meetings report. Trustee Valentine said we authorized Dennis to complete the negotiations and bring back a contract from Ameren on the real estate transaction that we have been working on for the last two to three years.

**UPCOMING MEETINGS:**

Streets Committee Meeting - Wednesday, January 20, 2010 - 4:00 p.m.  
Water Sewer Committee Meeting - Wednesday, January 20, 2010 - 6:00 p.m.  
Finance Committee Meeting - Wednesday, January 27, 2010 - 5:30 p.m.  
Economic Development Committee Mtg. – Wednesday, January 27, 2010 – 6:30 p.m.  
Board Meeting – Monday, February 1, 2010 – 7:30 p.m.

**VILLAGE PRESIDENTS AND TRUSTEE'S COMMENTS:**

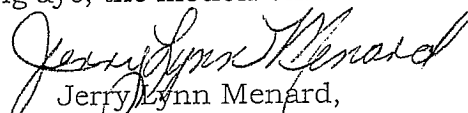
**Trustee Charlie Mattern:** No thank you.  
**Trustee Steve Smith:** No thank you.  
**Trustee Rita Baker:** Nothing sir.  
**Village Clerk Jerry Menard:** No thank you.  
**Trustee Corby Valentine:** Nothing thank you.

**Trustee Tony Miller:** Trustee Miller said he knows we will have a meeting before this takes place. Trustee Miller went on to talk about the tax referendum that the high school will have on the ballot on February 2. He would like everyone to take a close look at it and make sure they get out there. It is something good for the community and something that is really needed.

**Trustee Seth Speiser:** Illegible.  
**Staff:** None.

Mayor Danford called on ESDA Coordinator Gene Kramer. Gene said he just opened his mail and the St. Clair County Health Department did send us a thank you.

**ADJOURN:** Trustee Rita Baker motioned to adjourn at 8:08 p.m. and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.

  
Jerry Lynn Menard,  
Village Clerk

VILLAGE PRESIDENT  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Corby Valentine  
Steve Smith  
Tony Miller  
Rita Baker  
Seth Speiser  
Charlie Mattern

# 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

Finance Committee Meeting  
(Finance/Industrial Park/Economic Development/Budget)  
Smith/Valentine/Speiser

Wednesday, January 27, 2010 at 5:30 p.m.

EXHIBIT B  
VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY  
Stephen R. Wigginton

Chairperson Steve Smith officially called the meeting of the Finance Committee to order at 5:31 p.m. on Wednesday, January 27, 2010. Those in attendance were Chairperson Steve Smith, Trustee Corby Valentine, Trustee Seth Speiser, Treasurer Bryan Vogel, Village Administrator Dennis Herzing, Finance Clerk Debbie Pierce and Office Manager Julie Polson. Guest present: Shane Krauss.

**A. REVIEW OF BOARD AND WARRANT LIST:** The Board Lists and Warrant List were reviewed by the committee. Steve asked if we've used up the outstanding \$5,000.00 credit from BHM&G and Debbie will verify that we have. Corby questioned the amounts paid to Micks and asked if we paid any out of the electric fund for the Expedition and Dennis said no, that all came out of the police department. There were other invoices included in that check to Micks.

*Trustee Corby Valentine motioned to recommend to the full Board approval of the Warrant List in the amount of \$32,554.07 and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.*

**B. REVIEW OF INVESTMENTS:** Steve commented we have cd's coming due in March. Bryan came into the meeting late and said he will start looking at rates. He believes they are at 3.5%. He confirmed there are no early withdrawal penalties for any of the cd's. Bryan thinks we have enough money in the money market account to pay the Ameren costs without having to take it out of reserves.

**C. INCOME STATEMENT:** Dennis commented the revenue on the state income tax will be hit the hardest and also said we are right on target with the sales tax. Corby asked about the recycling grant and Dennis said it was a 50/50 matching grant. We estimated the job to be \$64,000 and the grant was \$32,000. He said most of our costs were labor-related. We need to look at budgeting the hauling expenses in next year's budget. Dennis said he is hoping to apply for a grant from the same people next fall to help fund some of the hauling costs. Dennis said last year the township was running 2 - 4 tons per month and we hauled 7.5 tons from 12/7 - 12/31.

**D. TREASURER'S REPORT:** None.

**E. OLD BUSINESS:**

1. Approval of December 30, 2009 minutes: *Trustee Seth Speiser motioned to approve the December 30, 2009 minutes and Trustee Corby Valentine seconded the motion.* All voting aye, the motion carried.

2. Attorney Invoices: There were no invoices received.

3. Health insurance renewal: We received our first renewal bill and it came in lower than the quote by approximately \$800 per month. Steve asked how do we want to handle the dependent children not in college and under 26 years of age. They only have to be a dependent. The new law states they don't have to live at home or be a student, they only have to be unmarried. We did have one family that was affected by this where it did increase our premium from employee/spouse coverage to employee/family coverage which will increase the premium by about \$300 per month. If we charge for that situation, we'd probably have to run it by the attorney. The committee would like Dennis to review that with Steve.

4. 3-to5- year plan: This will be on the Committee as a Whole meeting scheduled for 2/8/10 at 7:00 p.m.

5. Tax Levy: Dennis put together a spreadsheet explaining the column labeled current is last year's figures, the 4.9% increase is the levy we just passed and the maximum column is the statutory maximum rate increase that we can use. The other figures in that column Dennis assumed a dollar amount on the levy sufficient to meet our projected cost. If you take the maximum possible rate where you can and our true expenses where there is no maximum, we end up with a rate of 0.571916 or almost double. Dennis said we don't levy anything in the ESDA fund and maybe we could use the ESDA fund for our dispatching fees if we choose to raise that tax levy. This will be included on the agenda for the Committee as a Whole meeting. We can't raise any tax more than 5% without a public hearing.

**F. NEW BUSINESS:**

1. IMLRMA Loss Control Report: The report was reviewed by the committee. Corby asked Shane if there is anything we can do to help safety awareness. Corby is willing to sit down and discuss issues with the guys. Dennis told the committee he has Ron and John working on a list of needed equipment. We also have Jim Clossen, our loss control specialist, scheduled on 2/17/10 at 10:00 a.m. to conduct a safety audit. Once that has been completed, we want to get his input on our list. Corby said he'd like to spend the money with purchasing a jacket for the employee that doesn't have any claims during the year. Dennis said we need reflective clothing and Corby said we need a confined space monitor. Dennis said we may also use Jim Clossen to conduct our monthly training sessions. Shane commented we don't even have enough safety cones for every truck. Dennis said he wants to institute a once-a-week tailgate talk to

review what happened over the week, talk about near misses, etc. Corby volunteered to have his safety person come in and talk to the Village.

2. Penalty policy for utility bills: Dennis told the committee we had a resident who believes he is being penalized on the penalty amount of his bill. He has an overdue account that he thinks he is paying penalties upon penalties. The way Locis works, penalties are not penalized. Locis applies the penalty to the outstanding minus the previous penalty amounts. Basically, we penalize current and outstanding amounts, i.e. if you owe \$500 at the end of this month, you get a \$50 penalty and you don't pay anything, then the next month, you don't get penalized on the \$50 but you do on the \$500. Ray wanted the trustees to talk about it. The options we have with Locis are: we can penalize only the current amount, only the outstanding amounts, or penalize both. Dennis thinks we shouldn't penalize the outstanding only because if you don't penalize the current month's bill, the resident can wait another 30 days to pay it. He thinks it would be worth considering penalizing current only. In essence, if we penalize current and outstanding, they are getting a 10% penalty each month especially if it goes on for a long time.

**EXECUTIVE SESSION**

**6:15 P.M.**

*Trustee Seth Speiser motioned to enter into Executive Session citing personnel, 5 ILCS 120/2-(c)(1)(a) and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*

**EXECUTIVE SESSION ENDED**

**6:44 P.M.**

*Trustee Seth Speiser motioned to reconvene the regular session of the Finance Committee Meeting at 6:44 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*

**G. PUBLIC PARTICIPATION:** Taken care of in executive session.

**H. ADJOURN:** *Trustee Seth Speiser motioned to adjourn the meeting at 6:45 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager

SYS DATE:01/20/10

Village of Freeburg

SYS TIME:16:21

A / P W A R R A N T L I S T

[NW1]

REGISTER # 730

DATE: 01/20/10

wednesday January 20,2010

PAGE 1

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
01 BEL-O SALES & SERVICE 113983-16209		01-11-512		432.00 AD SERVICES, EQUI	432.00
01 BERGKOETTERS GARAGE R043164		01-21-513		202.38 PD SERVICES, VEHI	202.38
01 ED ROEHR SAFETY PRODUCTS 323063		01-21-613		134.49 PD SUPPLIES, VEHI	134.49
01 H. EDWARDS EQUIPMENT CO W023107 W023107 W023107		01-41-512 51-42-512 52-43-512		306.68 ST SERVICES, EQUI WR SERVICES, EQUI SR SERVICES, EQUI	102.22 102.23 102.23
01 MIDWESTERN PROPANE GAS CO 20586		52-43-577		543.17 SR FUEL PURCHASES	543.17
01 O'REILLY AUTOMOTIVE, INC 1069-411583 1069-411608		53-40-613 53-40-613		22.07 EL SUPPLIES, VEHI EL SUPPLIES, VEHI	18.08 3.99
01 RHUTASEL & ASSOCIATES, INC 7949		52-43-892		19626.34 SR N. STATE ST	19626.34
01 ST CLAIR COUNTY AUDITOR 228		01-21-538		11086.96 PD DISPATCHING SE	11086.96
01 STREICHER'S 1701175		01-21-471		79.98 PD UNIFORM ALLOWA	79.98
01 WATTS COPY SYSTEMS 137198		01-21-831		120.00 PD OFFICE EQUIPMT	120.00
** TOTAL CHECKS TO BE ISSUED				32554.07	

SYS DATE:01/20/10

Village of Freeburg  
A / P W A R R A N T L I S T  
REGISTER # 730

SYS TIME:16:21  
[NW1]

DATE: 01/20/10

wednesday January 20,2010

PAGE 2

FUND

AMOUNT

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\*\*\* GRAND TOTAL \*\*\*

32554.07

ORDINANCE NO. 1346

ORDINANCE AUTHORIZING SETTLEMENT OF WATTS LITIGATION

WHEREAS, the Village of Freeburg, Illinois, has been named as a defendant in an action pending in the United States District Court of the Southern District of Illinois Case No. 08-862-DRH-CJP, entitled Thomas Watts v. *The Village of Freeburg*;

WHEREAS, it is in the best interest of the citizens of the Village of Freeburg, Illinois, to enter into a Settlement Agreement and Release to avoid the expense of litigation;

NOW, THEREFORFE, be it ordained by the Village Board of the Village of Freeburg, Illinois:

That the Settlement Agreement and Release attached hereto is accepted and the Mayor and Village Clerk are authorized and directed to execute the Settlement Agreement and Release attached hereto as on behalf of the Village.

Passed by the Village Board of the Village of Freeburg, Illinois, St. Clair County, and Approved by the Village President this \_\_\_\_ day of \_\_\_\_\_, 2010.

Vote Recorded:

AYES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORDINANCE NO. 1346 cont.

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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor Raymond S. Danford

ATTEST:

Approved as to Legal Form:

\_\_\_\_\_  
Jerry Menard, Village Clerk

\_\_\_\_\_  
Stephen R. Wigginton, Village Attorney

## CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made between the Village of Freeburg, Illinois, a municipal Corporation, including its departments, divisions, subsidiaries, and successors, and their past and present assigns, successors, directors, officers, shareholders, representatives, and agents (hereinafter "Freeburg") and Thomas Watts and his heirs, legatees, personal representatives, administrators, successors and assigns (hereinafter "Watts") (collectively Freeburg and Watts may be referred to as the "Parties").

WHEREAS, Watts is the plaintiff in an action pending in the United States District Court of the Southern District of Illinois styled *Thomas Watts v. The Village of Freeburg*, Case No. 08-862-DRH-CJP, alleging violation of various wage and hour laws of the United States of America and State of Illinois (the "Pending Litigation");

WHEREAS, Freeburg has strongly denied such violations and vigorously defended itself in the Pending Litigation;

WHEREAS, Freeburg and Watts desire to settle the Pending Litigation together with any and all claims Watts has or may have against Freeburg in order for the Parties to avoid the future cost and expense of litigation and the uncertainty and risk associated with litigation;

WHEREAS, Freeburg and Watts desire to settle all legal rights and obligations resulting from the Pending Litigation, except for Watts' Workers' Compensation Claim currently pending before the Illinois Workers' Compensation Commission styled *Thomas W. Watts v. Village of Freeburg*, Case No. 08-WC-03850;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations and undertakings of the Parties set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In consideration for Watts' execution of this Confidential Settlement Agreement and Release (hereinafter "Agreement"), Freeburg agrees to pay to Watts and his attorneys, the Law Firm of Thomas Kennedy, the sum of THIRTY-THREE THOUSAND NINE HUNDRED TWENTY-FOUR and 00/100 Dollars \$33,924.00). Watts shall be responsible for payment of any applicable federal, state, local or other governmental tax, including but not limited to FICA. Freeburg has not and will not withhold or contribute any additional payment or moneys for the benefit of Watts as a result of payment of the aforementioned sum. Payment of this sum constitutes a full and final release of any and all attorneys' fees claim, lien or right that Watts' attorneys may have resulting from or arising out of any work performed for Watts or in the Pending Litigation. If a determination is subsequently made that further taxes on the amount provided herein are due, Watts agrees that he shall be exclusively liable for the payment of any and all personal federal, state, local, or other taxes and agrees he will pay such taxes, interest and/or penalties at such time and in such amount

required of him by any taxing authority. Further, Watts agrees to defend, indemnify and hold Freeburg harmless for any liability incurred because of Watts' failure to pay such taxes, assessments, interest payments, penalties or other required reimbursements. Nothing herein shall be interpreted as precluding Freeburg from issuing Form(s) 1099 as it may deem appropriate.

2. The Parties agree that the compensation and benefits described above represent additional compensation and benefits to which Watts would not be entitled to absent this Agreement, and that no other compensation, commissions, bonuses, benefits or payments of any kind will be paid other than the amounts set forth above.

3. For and in consideration of the foregoing, Watts hereby releases Freeburg from those claims made in the pending litigation or which were or could have been made in the pending litigation. Payment of said settlement monies is to settle Plaintiff's claims for any and all damages sustained by Plaintiff as alleged in Plaintiff's Complaint, as well as Plaintiff's costs, expenses, and attorneys' fees. In addition, upon receipt of the payment the Parties shall file a stipulation for voluntary dismissal with prejudice of the Pending Litigation with each party bearing its own expenses and costs.

4. By signing this Agreement, Watts specifically waives all claims arising under the Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201, *et seq.*, the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.*, and the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.*, as described in the Pending Litigation.

5. Watts acknowledges that the payment by Freeburg of the consideration herein is a settlement of disputed issues; that neither the payment thereof, nor the settlement of the issues existing between the Parties is to be taken or construed as an admission of guilt or liability on the part of Freeburg or responsibility for alleged wrongdoing of any kind; and that Freeburg denies all liability to Watts for any claims which he has or could have asserted. The Parties recognize, however, that continued pursuit or defense of these issues will be costly, disruptive, and time-consuming. Accordingly, to avoid the time, expense and uncertainties of that course of action, the Parties now desire to dismiss, settle and compromise the issues between them on the terms and conditions set forth herein.

6. Watts represents and agrees that he will not seek nor accept employment in the future with Freeburg or any other related entity either by direct application or by any other means, including through a temporary employment agency or through a contractor.

7. Watts represents that, except for his attorneys' fee agreement, he has not made and will not make any assignment of any right of action embodied in any of the claims and obligations that are released herein, and that no other person or entity of any kind, other than Watts, had or has any interest in any claims that are released herein. Watts agrees to indemnify and hold harmless Freeburg from any and all claims, demands, expenses, costs, attorneys' fees, and causes of action asserted by any person or entity due to a violation of this non-assignment provision.

8. Watts further represents and warrants that he will not disclose the terms of this Agreement (except to disclose that the parties have resolved the matter) to any person or entity unless compelled by law or court order, with the exception of Watts' spouse, accountants, attorneys, financial advisors or other professionals who have a legitimate need to know the terms in order to render Watts professional advice or services. To the extent Watts or other persons authorized by this paragraph reveal either the existence or the terms of the Agreement to other authorized persons, Watts or the other authorized persons revealing such information shall advise them that they must not divulge the terms of this Agreement and that the terms are considered confidential. Watts acknowledges that should he violate this paragraph this Agreement remains in full force and effect, and that despite said violation he cannot and will not institute or reinstitute proceedings for any claims settled by this Agreement.

9. Watts affirms that this Agreement constitutes the entire agreement between the Parties, and that no other promise or agreement of any kind has been made to or with him by any person or entity to cause him to execute this instrument. This Agreement embodies all representations, obligations, understandings, agreements, and conditions to the subject matter hereof and no representations, obligations, understandings, agreements or conditions, oral or otherwise, in relation thereto exist between the Parties except as expressly set forth herein and incorporated herein by reference. This Agreement may be amended or terminated only by an instrument in writing, duly executed by the Parties hereto.

10. Watts represents and acknowledges that, not only is he fully aware of his right to discuss this Agreement with his attorneys, but that he has, in fact, discussed the terms of this Agreement with his attorneys, including its final and binding effect. Watts further represents and acknowledges that he has carefully read and fully understands each and every term of this Agreement, that he does not rely and has not relied upon any statement made by Freeburg or its agents or representatives with regard to any aspect of this Agreement, including its effect, and that he is voluntarily entering into this Agreement.

11. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, or to be contrary to law. Wherever there is any conflict between any provision of this Agreement and any present or future statute, law, governmental regulation or ordinance contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within legal requirements.

12. Watts further agrees that Freeburg would be irreparably harmed by any violation of this Agreement and that Freeburg would suffer damages that are not fully ascertainable thus Freeburg shall be entitled to recover as liquidated damages an amount equal to 50% of the amount paid by Freeburg to Watts as set forth in Paragraph 1 and Freeburg shall also be entitled to an injunction prohibiting Watts from committing any such violation and shall be entitled to recover from Watts its attorneys' fees and costs

incurred in successfully enforcing this provision. Watts agrees that this forfeited amount constitutes liquidated damages, and that the amount provided is a good and sufficient estimation of the damage that Freeburg would sustain under these circumstances and is not a penalty.

13. The Parties hereby acknowledge that the covenants in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

14. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

15. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

**THOMAS WATTS**

\_\_\_\_\_  
COMES NOW Thomas Watts who states to me that he has read and understands the foregoing Agreement and agrees to and accepts its terms and conditions as a free act of his own volition.

Subscribed and sworn to before me this \_\_\_\_\_ day of February 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**THE VILLAGE OF FREEBURG, ILLINOIS**

By:

Attest:

\_\_\_\_\_  
Raymond Danford, Village President

\_\_\_\_\_  
Village Clerk

VILLAGE PRESIDENT  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Corby Valentine  
Steve Smith  
Tony Miller  
Rita Baker  
Seth Speiser  
Charlie Mattern

# 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

PUBLIC WORKS COMMITTEE MEETING  
Trash/Water/Sewer  
(Mattern/Miller/Speiser)

Wednesday, January 20, 2010 at 4:00 p.m.

## EXHIBIT D

VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY  
Stephen R. Wigginton

The Public Works Committee Meeting was called to order at 4:10 p.m. on Wednesday, January 20, 2010, by Chairman Charlie Mattern. Members present were Chairman Charlie Mattern, Trustee Tony Miller, Trustee Seth Speiser, Village Clerk Jerry Menard, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan and Office Manager Julie Polson.

### A. OLD BUSINESS:

1. Approval of December 16, 2009 minutes: Trustee Tony Miller motioned to approve the December 16, 2009 minutes and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.
2. SAVE Site Water Situation: We have received the Notice to Proceed and Dennis said Netemeyer will take his drawing and put specs with it. Netemeyer will prepare the bid package as a unit-price type bid so if the bids come in lower, there will be enough grant funds to allow the contractor to install as many service taps as the grant can pay for and free up our guys to work on something else.
3. Sewer Project: Dennis met with the Helms and they are fine with us getting the sewer out there and will wait on the lift station until it is needed. Dennis explained the process to them and said we might not get the line constructed within one year of the highway being completed and he thinks they are okay with that. The Helms were very appreciative of us keeping them informed of what we are doing and said they are glad they annexed into Freeburg. Larry said all the field work is done for the sewer going north and he has some preliminary drawings done on some other areas. We still need to get with three residents regarding easements over in the West Street area for that portion of the project. Dennis will send out letters to those residents shortly. Larry thinks we are looking at late March for getting plans done and ready to send in. The loan application package is ready and will probably be sent to EPA tomorrow.
4. Groundwater ordinance: Dennis has heard nothing.
5. Recycling: Dennis confirmed the business is booming. He talked to Harold Carpenter and he will be putting an article in the Tribune. The basic problems we have are the residents are not breaking down the boxes, they are dumping plastic trash bags and if the dumpster is full, they are leaving it piled up in the

recycling center instead of taking it home and coming back later. Dennis had Ron order some signs asking residents to break the cardboard down and not to leave the plastic bags. Tony suggested we put a trash barrel out there specifically for disposing the plastic bags. The committee also discussed getting another dumpster specifically for the cardboard. Dennis thinks if we can get the cardboard broken down and the plastic bags taken out, we may get our loads up to 1,500 - 1,600 pounds instead of the current 1,200 - 1,400 pounds. We hauled 7.5 tons in December and the Township was hauling 2 - 4 tons a month. Dennis said he would like to try educating the public first before we change the setup of the dumpsters. Charlie asked Dennis to talk to the Grants Department to see if there might be some money available in the future to help pay the cost of recycling. Dennis advised the Township did pay half of the recycling bill for December. The committee agreed to send out a phone call reminding residents of the rules, along with the article in the Tribune which may help towards educating the residents. We will also post something on the website.

Dennis advised when the grade school was in the process of buying the home on Lincoln Court, Jane told them there was an outstanding amount due on the utility account. The school told Jane it would be taken care of at closing. When she later contacted them, she was told the closing had been moved but had finally taken place. The outstanding amount on the utility bill had been left off the closing statement and Lawrence Meggs advised Dennis they were not going to pay the bill since it wasn't their bill. Dennis suggested we take the amount due out of the paper recycling profit which amounts to approximately \$500.00 and the committee was in full agreement with Dennis' suggestion. Charlie asked Dennis to have Jane give him a chronology of events.

6. Sewer backup policy: John talked to Duane today and told him what we were doing. There have been no backups since the last incident. Ron is working on the IDOT permit. John said Mike Blaies talked to him and said Mike's home backed up about 5 or 6 years ago. He said with the recent really hard rain, Mike was starting to get a backup in the basement. With the new design, the water will be getting to Mike's much quicker and Mike wants a grinder pump. John said it is a legitimate concern that he might start experiencing problems on a regular basis.
7. Grease trap problems: Dennis sent the letter to the Health Department but has not heard back from them. John and Ron have noticed a fresh grease problem at the lift station. John thinks it might be easier for us to stop in the establishments to review their procedures.
8. FSH System Requirements: Ron said we are waiting on IDOT and EPA's permits and are probably looking at another 60 days. He said FSH has been having a leak at the master meter again. FSH will replace all that piping and meter from 1978 and will try to coordinate with us and have us do our "T" at the same time.
9. Harris Drilling Services water usage: Dennis advised Harris took the one-time credit. Item can be taken off the agenda.

Tony asked if Weber's check valve was put in and John said no, the weather turned bad. John said Weber will be done, then Beasenberg and Blaies.

Dennis brought the issue of what to do when renters leave town with an unpaid utility bill. Currently, we have the landlord pay the bill before we let another renter put deposits down. We had two instances where one renter came back into town wanting to place deposits on another rental property, had called and stated they knew they had an unpaid bill and figured it would have to be taken care of before renting the new one. Jane's initial reaction was to tell the renter they would have to pay the old bill amount and credit that amount back to the landlord who had paid the outstanding balance. The second renter came in trying to sign up for utilities and Jane was going to make her pay the old outstanding bill but that renter argued the landlord used her deposit to pay that outstanding bill. The committee agreed this issue should stay between the landlord and tenant and we should stay out of it. Our ordinance states the landlord and tenant are jointly and severally responsible for the bill which means we don't care which party pays for the bill. We will continue our policy of keeping the landlord responsible to pay the outstanding bill before a renter is allowed to pay deposits on that rental property.

**B. NEW BUSINESS:** None.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Tony Miller motioned to adjourn at 4:53 p.m. and Trustee Seth Speiser seconded the motion. All voting aye, motion carried.*



Julie Polson  
Office Manager

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Ray Danford

VILLAGE CLERK  
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Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Miller/Baker/Valentine)  
Wednesday, January 20, 2010 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:00 p.m., on Wednesday, January 20, 2010, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Corby Valentine, Village Clerk Jerry Menard, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann and Office Manager Julie Polson. Guest present: Mike Blaies.

## SWIMMING POOL: OLD BUSINESS:

1. Pool feasibility study/referendum: Dennis talked to Bill Reichert who advised Dennis is uncertain on how to proceed with the rendering. Tony said the committee agreed to the rendering in the original proposal with no extras. Once we see the actual rendering, we will then decide if further action is needed on it. Dennis also talked to Bill about the drain and he has not done anything on that. Dennis called the Health Department because he still believes the Village is exempt from the new drain requirement because our main drain flows into an open tank. He will try to get this resolved within the next day or so before Bill Reichert does any work on it. Tony asked Ron to check pricing of the grates and availability so we will have all the information needed when and if a decision needs to be made.

2. Job descriptions: Julie provided the first draft of the duties of the pool managers. John added the swim team should pay the managers for being present at their meets and a manager present at the practices and also said the managers should share duties equitably. Rita added swim lessons. Julie will also add in checking the pool chemical levels daily before the pool opens. In addition to the daily report, a checklist will be compiled on tasks that need to be completed on a daily basis and signed off on. Tony would like the committee to take this list and look it over and get any suggestions to Julie prior to the next meeting. The draft will be updated and emailed to Scott for his input. Julie will invite Scott to the next committee meeting.

3. Lifeguard hiring: The applications were sent out and Julie has received 7 applications so far. We will go over the applications at the next meeting and see if we need to advertise for help. Julie is in the process of getting the certification classes scheduled.

Tony said he is frustrated because we've been working on this for so long. Dennis said the next step is to get ready for a referendum in November. Tony said he

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wants to see what happens with the referendum in February. Dennis asked the committee if they want Bill to start some design work prior to the referendum or wait to see what happens with the referendum. If we wait, we'll probably have to close the pool for a year. Tony said the high school already has their design. If we go ahead with the design work, we are looking at least \$100,000 commitment. Tony wants to see the initial reaction to the rendering and also see how the residents react to the school referendum before we make any additional monetary decision.

**B. NEW BUSINESS:** None.

**STREET:**

**A. OLD BUSINESS:**

1. Approval of December 16, 2009 Minutes: *Trustee Rita Baker motioned to approve the December 16, 2009 minutes and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*
2. Safe Routes to School: Dennis needs to talk to IDOT on the next step. We may need to put out an RFP on an engineer for the design work since it is federal highway funds. Tony said before we do the scope, we need to talk to IDOT regarding our concerns over the absence of a crosswalk where the sidewalk meets the highway.
3. Swipe Card/Security Card Access: Nothing new. Tony asked if Ron had purchased the doors and Ron said no, he will be getting other bids.
4. Drainage on Wolf Road: Item can be taken off the agenda.
5. 709 Saxony request for culvert: Nothing new.
6. Cemetery Road - St. Clair County: We have not heard from St. Clair County.
7. Street banners: Julie has ordered the banners. Item can be taken off.

**B. NEW BUSINESS:**

1. Sportsman's Club Oil and Chipping Request: The Village agreed to oil and chip three times when they annexed and this is the last one.

Ron said we need to get going on MFT and said he doesn't know if there is enough money in MFT to do the Saxony Lane request for a culvert. There is not a lot of money in reserve because we used a lot of money last year with the two box culverts. Ron asked the committee if they want to use limestone or slag and they agreed to limestone. The areas to be done this year include the outlying areas, i.e. Barber Lane,

Countryside Lane, Wolf Road, West Street, Tank, Press and Niebruegge Road. Ron said we'll try to get some extra money in there for culvert work.

Tony brought up the water problem where it is backing up by the old Rural Radiator on Mill, Cherry and Edison Streets and Ron will check to see if IDOT reconnected the culvert.

Corby asked if we are done picking up leaves and Ron said we will pick them up upon request. Corby said Leroy has had a pile in his yard for quite a while. Tony said we need to revisit the limb pickup program because there are residents that are abusing the guidelines. We will prepare a card that has the rules listed on it and if someone has a pile out that doesn't meet the guidelines, we'll give the resident a card and refuse to pick up the pile of limbs until it is acceptable. The committee briefly discussed having a central drop off location but agreed to try to educate the residents with this program and see how it goes.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 6:45 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager