

A PUBLIC HEARING WILL BE HELD ON MONDAY, JUNE 21, 2010 AT 7:15 P.M. REGARDING THE VILLAGE OF FREEBURG'S APPROPRIATION ORDINANCE, IN THE MUNICIPAL BOARD ROOM, 14 SOUTHGATE CENTER, FREEBURG, ILLINOIS

REGULAR BOARD MEETING AGENDA - JUNE 21, 2010 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 - 1. June 7, 2010 Regular Board Meeting - **Exhibit A**
5. Finance
 - 5 - 1. Financial Report - None.
 - 5 - 2. Balance Sheet - None.
6. Treasurer's Report -
7. Attorney's Report - None.
8. ESDA Report -
9. Public Participation
10. Reports and Correspondence -
 - 10 - 1. Law Enforcement Officer of the Year Award - **Exhibit B**
11. Recommendations of Boards and Commissions - None.
12. Contracts, Releases, Agreements and Annexations - See Ordinances
13. Bids - None.
14. Resolutions - None.
15. Ordinances -
 - 15 - 1. Ordinance #1356: An Ordinance Annexing the Kuklinski Property - **Exhibit C**
 - 15 - 2. Ordinance #1357: An Ordinance Amending Traffic Schedules - **Exhibit D**
 - 15 - 3. Ordinance #1358: An Ordinance Ascertaining Prevailing Wages - **Exhibit E**
 - 15 - 4. Ordinance #1359: An Ordinance Specifying Appropriation Procedure - **Exhibit F**
 - 15 - 5. Ordinance #1360: An Ordinance Authorizing Execution of First Amendment to Redevelopment Agreement with Freeburg Development Corporation - **Exhibit G**
16. Old Business
17. New Business
18. Appointments - None.
19. Committee Meeting Minutes
 - 19 - 1. Electric Committee Meeting - Wednesday, June 9, 2010 - 5:30 p.m. - **Exhibit H**
 - 19 - 2. Personnel/Police Committee Meeting - Wednesday, June 9, 2010 - 6:30 p.m. - **Exhibit I**
 - 19 - 3. Committee as a Whole Meeting - Monday, June 14, 2010 - 8:00 p.m. - **Exhibit J**
 - 19 - 4. Water/Sewer Committee Meeting - Wednesday, June 16, 2010 - 4:30 p.m. - **Exhibit K**
 - 19 - 5. Streets Committee Meeting - Wednesday, June 16, 2010 - 5:30 p.m. - **Exhibit L**
20. Upcoming Meetings
 - 20 - 1. Economic Development Committee Meeting - Tuesday, June 22, 2010 - 5:15 p.m.
 - 20 - 2. Finance Committee Meeting - Thursday, July 1, 2010 - 5:30 p.m.
 - 20 - 3. CLOSED IN OBSERVANCE OF INDEPENDENCE DAY - Monday, July 5, 2010
 - 20 - 4. Board Meeting - Tuesday, July 6, 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)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)].

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

FREEBURG REGULAR BOARD MEETING Monday, June 7, 2010 at 7:30 P.M. Board Minutes

EXHIBIT A

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

CALL TO ORDER: Acting Mayor Rita Baker called the Regular Board Meeting to order at 7:30 p.m., on Monday, June 7, 2010 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Charlie Mattern – here; Trustee Steve Smith – here; Trustee Rita Baker – here; Trustee Corby Valentine – here; Trustee Tony Miller – absent; Trustee Seth Speiser – here; and Mayor Raymond Danford – absent; (5 present, 2 absent). Acting Mayor Rita Baker announced there is a quorum.

MINUTES OF PREVIOUS MEETING: *Trustee Steve Smith motioned to approve the minutes of Monday, May 17, 2010 with corrections and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*

FINANCE: Trustee Smith said we talked about the following items.

1. **CD's:** Trustee Smith said we have a CD that is coming due June 28th and we have another one in August, we talked about the rates. Trustee Smith said Village Treasurer Bryan Vogel gave us a list of pledged securities. Trustee Smith asked Bryan why some of the securities are rated and other ones are not.
2. **Attorney's Invoices:** Trustee Smith said we discussed the attorney invoices to see if there was a way we could recoup attorney's fee for ordinance violations when someone is found guilty.
3. **Health Insurance Renewal:** Trustee Smith said we investigated trying to form or join a co-op to try to lower our health insurance premiums. Trustee Smith said we did find out if we were to do that, we would be in a group that has a higher risk and that would raise our premiums. We will continue to research other health care.

TREASURER'S REPORT: None.

ATTORNEY'S REPORT: Acting Mayor Baker called upon Village Attorney Steve Wigginton to take the floor. Attorney Wigginton asked to go into Executive Session to discuss litigation and Trustee Smith said we can do that now or later. Acting Mayor Baker said we can do this now if everyone agrees.

REGULAR BOARD MEETING EXECUTIVE SESSION 7:35P.M.

Trustee Steve Smith motioned to go into Executive Session to discuss litigation, 5 ILCS, 120/2 - (C)(11) and Trustee Seth Speiser seconded the motion. ROLL CALL: Trustee Steve Smith – aye; Trustee Seth Speiser - aye; Trustee Charlie Mattern - aye; Trustee Rita Baker – aye; Trustee Corby Valentine – aye; Trustee Tony Miller - absent; (5 ayes, 0 nays, 1 absent). All voting aye, the motion carried.

Mayor Ray Danford entered Executive Session at 8:06 p.m. and Trustee Tony Miller entered Executive Session at 8:35 p.m.

EXECUTIVE SESSION ENDED
8:55 P.M.

Trustee Rita Baker motioned to reconvene the Regular Board Meeting at 8:57 p.m. and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.

ESDA REPORT: Mayor Danford asked if there any questions on the ESDA Report from Gene.

PUBLIC PARTICIPATION: Mayor Danford asked if there anyone present who would like to take the floor.

1. Chad Rhutasel took the floor to address the whole board about a utility billing problem he had with one of his rental properties he owns. After a lengthy discussion, Mayor Danford said we need to re-evaluate the policy and procedures on cases like this.

2. Stan Koerber asked if there was going to be any announcement on what was discussed in executive session. Mayor Danford replied that nothing was to be announced at this time. He also said he would like to thank Seth for doing a good job on the bonfire ordinance. Mr. Koerber also would like the village to reconsider now that it is getting hot about spraying for mosquitoes more often, because last year we did a poor job. He hopes this year we do a better job. Mr. Koerber said next time before the board decides to go into executive session they should do Public Participation first so we can state our business and leave. Village Administrator Dennis Herzing informed Mr. Koerber we did find a different vendor for the chemicals that are used for mosquito spraying and this vendor has cut the cost so this will allow us to spray more often than usual. Mr. Koerber asked when we start spraying and Assistant Public Works Director John Tolan said we started spraying twice a week in April.

REPORTS AND CORRESPONDENCE: None.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS: None.

BIDS: Mayor Danford said Exhibit C is the bids for Save Site/Lee Hopp Drive Watermain Replacement. A small discussion took place before voting.

Trustee Charlie Mattern motioned to accept the bid of \$102,997.00 from Korte-Luitjohan Construction of Highland, Illinois for the Save Road/Lee Hopp Drive watermain project, subject to negotiations of line items and Trustee Tony Miller seconded the motion. ROLL CALL Trustee Charlie Mattern - aye; Trustee Tony Miller - aye; Trustee Steve Smith - 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.

RESOLUTIONS: Mayor Danford said Exhibit D is Resolution No. 10-05: A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Establishing the Policy of the Village Regarding Permit Requirements for Alterations, Repairs, or Changes in Use of Commercial Structures in the Village of Freeburg.

Trustee Rita Baker motioned to adopt Resolution # 10-05 by Title Only and Trustee Seth Speiser seconded the motion. ROLL CALL: Trustee Rita Baker – aye; Trustee Seth Speiser - aye; Trustee Tony

Miller - aye; Trustee Corby Valentine – aye; Trustee Steve Smith – aye; Trustee Charlie Mattern - here; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

ORDINANCES: Mayor Danford said next on the agenda is Exhibit E is Ordinance No. 1354: An Ordinance Amending Title III, Chapter 32 of the Revised Code of the Village of Freeburg, St. Clair County, Illinois; requiring full-time employees to maintain their residence within 6 miles of the boundaries of the Freeburg High School #77 School District, except that no employee shall reside within the city limits of Belleville, Illinois.

Trustee Rita Baker motioned to adopt Ordinance No. 1354 by title only. Mayor Danford gave last call for a second on this motion. Mayor Danford said there is no second on this motion, this motion dies.

Mayor Danford said moving onto Exhibit F, Ordinance No. 1355: An Ordinance Amending the Revised Code of the Village of Freeburg, St. Clair County, Illinois (Nuisance Abatement). Trustee Smith asked how this gets handled when someone parks a boat on the street. Mayor Danford said this does not address those problems, only commercial buildings. Trustee Valentine asked if we pass this ordinance, is it going to be enforced and Mayor Danford said yes it will be enforced. Before voting upon Ordinance No. 1355, a discussion was held about garbage containers.

Trustee Rita Baker motioned to adopt Ordinance No. 1355 by title only and Trustee Seth Speiser seconded the motion. **ROLL CALL:** Trustee Rita Baker – aye; Trustee Seth Speiser - aye; Trustee Charlie Mattern - aye; Trustee Steve Smith – aye; Trustee Corby Valentine – aye; Trustee Tony Miller – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

OLD BUSINESS: Trustee Smith said he talked to Mascoutah Garden Club and they are interested in putting a bench in the park, not unless anyone has objection to this. Mayor Danford said this came up once before and we asked for a description of what kind of bench. Trustee Smith said they are looking at what is already in the park. Trustee Smith said it is going to be in concrete with a plaque on the ground, and at some point they may want to plant some flowers around it. The Board of Trustees and staff held a discussion on the bench and also how well the Welcome sign to Freeburg isn't very well kept up. Nothing was decided on the bench.

NEW BUSINESS: Trustee Corby Valentine said he had a gentleman who inquired about a lot out at the Industrial Park, and Corby gave him Dennis' name and he told him Dennis was out of town last week. The gentleman called him again this morning and he also gave him the name of the bank who owns the rental property. Trustee Valentine said he is an industrial contractor from West Virginia who is looking to locate in this area.

APPOINTMENTS: None

COMMITTEE MEETINGS MINUTES:

Economic Development Committee: Trustee Steve Smith called Economic Development Committee Meeting to order on Monday, May 17, 2010 at 6:00 p.m.

1. **Growth strategies & recommendation to retain & attract businesses:** Trustee Smith said we invited the business owners from the Industrial Park to come and share their thoughts on economic development and if they knew of anyone interested in looking at the Industrial Park and how we can help could help that move forward. Trustee Smith said we had a very poor turnout. Trustee Smith said we are going to try this again in about three or four months. Trustee Smith said he did talk to Bob Gebhardt from Exchange Cart after our board meeting that night. He was planning to come to the meeting to let us know

that the owners expressed to him that they would like to have a sign at the Industrial Park. Dennis said we did put together a sign, but they said it was too fancy and expensive which left us hanging with nothing.

2. **Christmas Lighting Event:** Trustee Smith said we talked to Dennis Kaiser about the nativity scene; he is going to look at it and see what he can build for us and what the cost might be. Trustee Smith said he also went to see Craig Niebruegge but he was closed when he got there. He will catch him later.

3. **Summer Event:** Trustee Smith said for the summer event we are going to have two movie nights. July 17th will be the movie, "Up," and the July 31st movie will be, "The Blind Side." We are going to sell hot dogs, popcorn, soda and water and all proceeds will be put towards the Christmas lights.

Public Property Committee Meeting: Trustee Tony Miller called the Public Property Committee Meeting to order on Tuesday, May 18, 2010 at 5:30 p.m.

1. **Pool Feasibility Study/Referendum:** Trustee Miller said the pool is up and running and nothing is peeling. Trustee Miller said we did have a little delay in opening the pool, everything is working now. Trustee Miller said the new grate was installed and everything is good now.

2. **Safe Routes to School:** Trustee Miller said Marsha Maller of TWM was here to start the process for Safe Routes to School; we have given her some ideas on where we want to start. Dennis said there will be a meeting this Wednesday with her.

3. **Draco Drive:** Assistant Public Works Director ohn Tolan said it is done.

4. **Handling of unlawful weed growth:** Trustee Miller said we talked about the nuisance of weed growth and we are going to handle it the same as we have in the past. We will put a lien on the property.

Trustee Miller asked if we have talked to someone about removing some trees stumps. John Tolan said we are going to help remove the tree and the stump and the resident has agreed to share in the cost of replacing the sidewalk.

Trustee Miller said we received a \$50,000 grant from DCEO and we were to discuss how to use that tonight. Trustee Miller said we will discuss this at the Committee as a Whole Meeting.

Trustee Smith said he has a couple of questions.

1. Are we going to have a pool referendum? Mayor Danford said financing hasn't really been discussed at the committee meeting that he is aware of. Trustee Miller said we just tossed around a few ideas. Mayor Danford said this should probably be discussed at the committee meeting. Dennis is already working on this if the board decides to move on this. Trustee Miller said he and Dennis discussed this at the last committee meeting to move with it just in case we decide to have the pool referendum. Trustee Smith also said asked about the \$5.00 recreation tax and how it will affect our pool passes.

2. Trustee Smith said wasn't Marsha Maller from TWM supposed to have a cost proposal to us 2 weeks ago, has she given that to us. Dennis said no he hasn't received that yet, but he thinks she is waiting to meet with IDOT first. Dennis said the meeting was delayed because he was on vacation. Trustee Smith said he would like to discuss with the board if he should move forward on the next Safe Routes to School grant.

Public Works Committee Meeting: Trustee Charlie Mattern called Public Works Committee Meeting to

order on Wednesday, May 26, 2010 at 4:30 p.m.

1. **SAVE Site Water Situation:** Trustee Mattern said we took care of the bids for the SAVE Site Water project already this evening.
2. **Sewer Project:** Trustee Mattern said the public hearing for the sewer project was held on May 19th.
3. **Recycling:** Trustee Mattern said the recycling continues to do very well.
4. **Dumpster on White Street:** Trustee Mattern said we are investigating the use of the lot we purchased on White Street.
5. **Towers Fire Apparatus/Fire Hydrants:** Trustee Mattern said we reviewed the water tower inspection reports from the contractor.

Legal & Ordinance Committee Meeting: Trustee Seth Speiser called the Legal & Ordinance Committee Meeting to order on Wednesday, June 2, 2010 at 4:30 p.m.

1. **Community Improvement Board/Material Requirements on Commercial Building:** Trustee Speiser said we sent a proposal to the Plan Commission on the requirements for commercial buildings.
2. **New Class of Business License:** Trustee Speiser said we discussed raising the business license fee from \$10.00 to \$25.00.

UPCOMING MEETINGS:

Electric Committee Meeting - Wednesday, June 9, 2010 - 5:30 p.m.
Personnel/Police Committee Meeting - Wednesday, June 9, 2010 - 6:30 p.m.
Water/Sewer Committee Meeting - Wednesday, June 16, 2010 - 4:30 p.m.
Streets Committee Meeting - Wednesday, June 16, 2010 - 5:30 p.m.
Committee as a Whole Meeting - Monday, June 21, 2010 - 6:30 p.m.
Public Hearing on Sewer Project - Wednesday, June 21, 2010 - 7:15 p.m.
Board Meeting - Monday, June 21, 2010 - 7:30 p.m.

VILLAGE PRESIDENTS AND TRUSTEE'S COMMENTS:

Trustee Charlie Mattern: None.

Trustee Steve Smith: Dennis, for the meeting Committee as a Whole, can you have copies made of the Economic Development Plan and make sure everyone has it.

Trustee Rita Baker: None.

Village Clerk Jerry Menard: None.

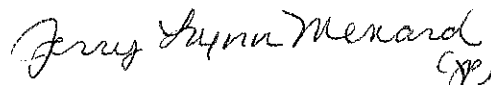
Trustee Corby Valentine: Wish Ron well.

Trustee Tony Miller: Same as Corby.

Trustee Seth Speiser: None.

STAFF: None.

ADJOURN: Trustee Rita Baker motioned to adjourn at 10:09 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.



Jerry Lynn Menard,
Village Clerk

VETERANS OF FOREIGN WARS OF THE UNITED STATES



DEPARTMENT OF ILLINOIS

May 3, 2010

Chief Melvin E. Woodruff, Jr.
 Freeburg Police Department
 14 Southgate Center
 Freeburg, Illinois 62243

Dear Chief Woodruff:

The 89th Annual Convention of the State of Illinois, Veterans of Foreign Wars of the United States will take place the weekend of June 25-27, 2010 at the Prairie Capital Convention Center, One Convention Center Plaza, Springfield, Illinois.

I would deem it a high honor and personal privilege if you would accept my invitation to attend our Session on Saturday morning, June 26th, 2010 for the purpose of accepting our "**Law Enforcement Officer of the Year Award**". This award will be presented in "**Section B of the Main Hall of the Convention Center**."

You were nominated by our Donald M. Meisenheimer VFW Post 7074 in Freeburg, Illinois and if you should have any questions relative to this Award, you may contact our State Headquarters Office or Post Quartermaster Wayne G. Forcade, at (618) 539-5348.

If you find you have the time to accept our invitation, we respectfully request that you check in with our "**V.I.P. Desk**" which will be set up at the main entrance to the Convention Center for escort to our Distinguished Guests Room located in the "**Murphy Room**" which is on the lower level of the Convention Center. We would like for you to plan to arrive around 10:00 A.M. if possible. If you are unable to attend, perhaps you would like to send someone else to accept this Award on your behalf.

Looking forward to receiving your affirmative response in the near future and with warmest personal regards and best wishes, I remain

Yours in comradeship,

A handwritten signature in cursive script that reads "Jules D. Spindler".

JULES D. SPINDLER
 State Commander

CC: Mr. Hergenroeder, Cmdr. 7074
 Mr. Forcade, Qm. 7074

DEPARTMENT HEADQUARTERS

3300 Constitution Drive, P.O. Box 13206, Springfield, Illinois 62791-3206
 Phone: 217/529-6688 Fax: 217/529-5347 E-mail: vfwil@vfwil.org

ORDINANCE NO. 1356**AN ORDINANCE ANNEXING
CERTAIN TERRITORY TO THE VILLAGE
OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS
(KUKLINSKI PROPERTY)**

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Freeburg, St. Clair County, Illinois, requesting that said territory be annexed to the Village of Freeburg, and,

WHEREAS, petitioners are the sole electors residing within the said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Freeburg; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and,

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interest of the Village of Freeburg that the territory be annexed thereto.

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

Section 1: THAT the following described territory,

Part of the Northeast Quarter of the Northeast Quarter of Section No. 32 in Township 1 South, Range 7 West of the Third Principal Meridian, described as follows:

Commencing at a point in the North line of said Section 32 distance 404.2 feet West of the Northeast corner thereof; thence South at right angles to a point in the Northeasterly right of way line of State Aid Route No. 47; also known as United States Route No. 460, as established by dedication deed recorded July 29, 1957 as Document No. 899861 in Book 1510 on Page 231, thence Southeasterly along said right of way line to a point of intersection with a line that runs South at right angles from a point in the North Line of said Section 32 distance 150 feet West of

ORDINANCE NO. 1356 cont.

the Northeast corner of said Section 32, thence North along said last mentioned line to a point in the North line of said Section 32, thence West along said North line a distance of 254.2 feet to the point of beginning.

Subject to easements, covenants, conditions and restrictions of record, if any.
Situating in St. Clair County, Illinois.

Commonly known as: 3646 State Route 15
PIN: 14-32.0-200-010

being indicated on an accurate map of the annexed territory (which is appended to and made part of this Ordinance) is hereby annexed to the Village of Freeburg, St. Clair County, Illinois, with a zoning classification of SR-1 (Single Family Residence).

Section 2: THAT the Village Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance.

Section 3: THAT this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote recorded by:

Jerry Menard, Village Clerk

ORDINANCE NO. 1356 cont.

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois,
this 21st day of June, 2010.

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form: _____
Stephen R. Wigginton, Village Attorney

PETITION FOR ANNEXATION)
OF TERRITORY KNOWN AS THE)
GARY AND LAURIE KUKLINSKI PROPERTY)
3646 STATE ROUTE 15)
TO THE VILLAGE)
OF FREEBURG, ILLINOIS)

ORDINANCE NO. 1356

A F F I D A V I T

STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

Affiant, STEPHEN R. WIGGINTON, being first duly sworn on his oath,
states:

1. That he is the attorney of record for the Village of Freeburg, Illinois.
2. That the territory sought to be annexed and fully described in Exhibit "A" lies within the following fire protection district: Freeburg Fire Protection District.
3. That on June 8, 2010, Affiant sent notices in writing by certified mail to the following Freeburg Board of Township Trustees:

Roger Rubemeyer, 32 Lakeview Drive, Freeburg, IL 62243
Marianne E. Recker, 8960 Jacks Run Road, Freeburg, IL 62243
William Burgert, 111 E. St. Clair, Freeburg, IL 62243
Kenneth Bald, 568 Cemetery Road, Freeburg, IL 62243
4. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the Township Supervisor: Charles H. Hill, 405 N. Edison, Freeburg, IL 62243;
5. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the Township Clerk: Herbert J. Vollmer, 301 E. Mill Street, Freeburg, IL 62243;

6. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the Township Highway Commissioner: Dale A. Recker, 8942 Jacks Run Road, Freeburg, IL 62243;

7. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the St. Clair County Highway Department: 1415 N. Belt West, Belleville, IL 62226;

8. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the Freeburg Area Library: 407 S. Belleville, Freeburg, IL 62243;

9. That on June 8, 2010, Affiant sent a notice in writing by certified mail to the Freeburg Fire Protection District: 410 W. High Street, Freeburg, IL 62243;

10. That receipts were returned to Affiant showing delivery of notices to Dale Recker, Roger Rubemeyer, Marianne Recker, William Burgert and Freeburg Area Library on June 9, 2010.

8. That a receipt was returned to Affiant showing delivery of notice to Herbert Vollmer on June 10, 2010.

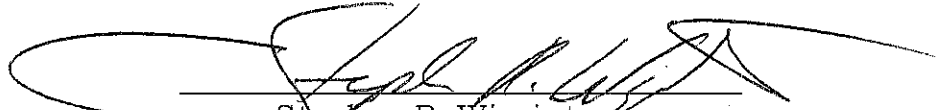
9. That receipts were returned to Affiant showing delivery of notice to Charlie Hill and Kenneth Bald on June 11, 2010.

10. That a receipt was returned to Affiant showing delivery of notice to Freeburg Fire Protection District on June 14, 2010.

11. That a receipt was returned to Affiant on June 10, 2010, showing delivery of notice to St. Clair County Highway Department with signature but

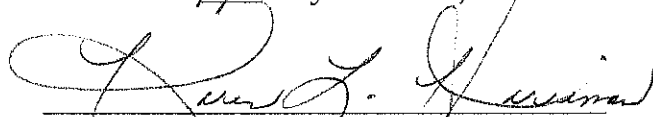
no delivery date annotated.

Further Affiant sayeth naught.



Stephen R. Wigginton

Subscribed and sworn to before me this 17th day of June, 2010.



Notary Public

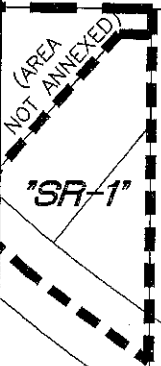
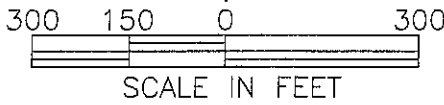
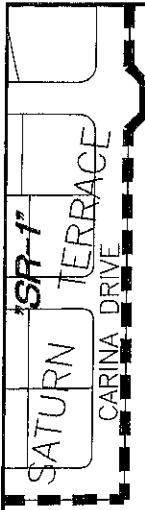


ANNEXATION PLAT

ORDINANCE NO. 1356

FREEBURG, ILLINOIS

PART OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 32
T. 1 S., R. 7 W. OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



EXISTING "A"

EXISTING "A"

"MR-2"

URBANNA DRIVE

(FORMERLY S.A. ROUTE 47)

EXISTING CORPORATE LIMITS
N. LINE N.E. 1/4 SEC. 32
404.2'

SEC. 29
SEC. 28

N.E. CORNER
SEC. 32

SEC. 28

PROPOSED "SR-1"

PHILLIP FUESSER

TRACTS "SR-1" A.P.

ROUTE 15

LEGEND

- EXISTING ZONE DISTRICT BOUNDARY
- - - EXISTING CORPORATE LIMITS
- PROPOSED CORPORATE LIMITS
- ▨ PROPOSED ANNEXATION



I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION

Gale E Hake 5/27/10

GALE E. HAKE, I.P.L.S. NO. 2579 DATE
DATE OF LICENSE RENEWAL: 11/30/2010



EXISTING "A"

RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
FREEBURG, ILLINOIS CENTRALIA, ILLINOIS
(618) 539-3178 (618) 532-1992
IL LICENSE NO. 184-000287

F:\30210_Freeburg_2010_Surveys\Annexations\kuklinski_chris_annex.dwg, 5/26/2010 3:03:21 PM, Plotted by GJH

PETITION FOR ANNEXATION (Kuklinski)

Comes Now the Petitioners, Christopher Kuklinski and Courtney B. Kuklinski, pursuant to 65 ILCS 5/6-1-8, being all of the owners of record of the following described land:

Part of the Northeast Quarter of the Northeast Quarter of Section No. 32 in Township 1 South, Range 7 West of the Third Principal Meridian, described as follows:

Commencing at a point in the North line of said Section 32 distance 404.2 feet West of the Northeast corner thereof; thence South at right angles to a point in the Northeasterly right of way line of State Aid Route No. 47; also known as United States Route No. 460, as established by dedication deed recorded July 29, 1957 as Document No. 899861 in Book 1510 on Page 231, thence Southeasterly along said right of way line to a point of intersection with a line that runs South at right angles from a point in the North line of said Section 32 distance 150 feet West of the Northeast corner of said Section 32, thence North along said last mentioned line to a point in the North line of said Section 32, thence West along said North line a distance of 254.2 feet to the point of beginning.

Subject to easements, covenants, conditions and restrictions of record, if any.
Situated in St. Clair County, Illinois.

PIN: 14-32.0-200-010

Property Address: 3646 State Route 15, Freeburg, IL 62243

And states as follows:

1. That the above described territory is contiguous to the Village of Freeburg, St. Clair County, Illinois and is not within the corporate limits of any municipality.
2. That the Petitioners represent at least 51% of the electors residing within the territory.
3. That the petitioners represent all of the property owners of record.
4. That the petitioners request the property be zoned SR-1 (Single Family Residential).

WHEREFORE PETITIONERS PRAY AS FOLLOWS:

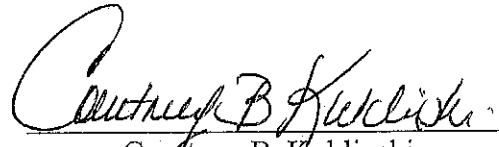
1. That the above described territory be annexed to the Village of Freeburg with the zoning designation of SR-1.

2. Dated this 26 day of May, 2010.

PETITION FOR ANNEXATION (Kuklinski)

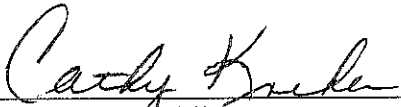


Christopher Kuklinski



Courtney B. Kuklinski

Subscribed to and sworn to before me this 28th day of May, 2010.



Notary Public



ORDINANCE NO. 1357

AN ORDINANCE AMENDING TITLE VII, CHAPTER 73 OF THE REVISED
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR
COUNTY, ILLINOIS (TRAFFIC SCHEDULES)

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

SECTION 2. TITLE VII, CHAPTER 73, SCHEDULE I, THROUGH AND STOP
STREETS, Sub-schedule (C), FOUR-WAY STOPS, is hereby amended to include:

Stop Street _____ **Stop Street** _____ .

North Edison St. and Woods Manor Drive

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

21st DAY OF June, 2010.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this 21st day of June, 2010

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Stephen R. Wigginton, Village Attorney

ORDINANCE NO. 1358**AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF
WAGES IN AND AROUND THE VILLAGE OF FREEBURG**

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

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, (Il. Rev. Stat. 1987, Ch. 48, par. 39 a-1, et seq., as amended by Public Acts 86-799 and 86-693); and,

WHEREAS the aforesaid Act requires that the Board of Trustees of the Village of Freeburg investigate and ascertain the prevailing rates of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Freeburg employed in performing construction of public works, for said Board of Trustees.

SECTION 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other works employed in any public works by State, County, City or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Freeburg is hereby ascertained to be the same as the prevailing rate of wages for construction work in the St. Clair County area as determined by the Department of Labor of the State of Illinois as of June 18, 2010, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revision of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village of Freeburg. The definition of any terms appearing in this Ordinance, which are also used in aforesaid Act, shall be the same as in said Act.

ORDINANCE NO. 1358 cont.

SECTION 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Freeburg to the extent required by the aforesaid Act.

SECTION 3. The Village Clerk shall publicly post or keep available for inspection by any interested party in the Municipal Center of the Village of Freeburg this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6. The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED by the Village President and the Village Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, this 21st day of June, 2010, and deposited and filed in the Office of the Village Clerk on said date.

Vote Recorded:

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

Absent _____ Abstain _____

ORDINANCE NO. 1358 cont.

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 21st day of June, 2010.

Raymond Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

Stephen R. Wigginton, Village Attorney

Saint Clair County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		27.150	27.650	1.5	1.5	2.0	5.350	8.850	0.000	0.800
ASBESTOS ABT-MEC		BLD		26.610	27.610	1.5	1.5	2.0	5.250	2.500	0.000	0.250
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		28.260	30.080	1.5	1.5	2.0	6.400	9.430	2.000	0.500
CARPENTER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
CEMENT MASON		ALL		29.250	30.250	1.5	1.5	2.0	7.250	10.00	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
ELECTRIC PWR EQMT OP		ALL		34.000	0.000	1.5	2.0	2.0	5.170	9.520	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		25.380	0.000	1.5	2.0	2.0	3.860	7.110	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.090	40.980	1.5	2.0	2.0	5.940	10.95	0.000	0.290
ELECTRIC PWR TRK DRV		ALL		27.750	0.000	1.5	2.0	2.0	4.220	7.770	0.000	0.210
ELECTRICIAN		ALL		36.020	38.180	1.5	1.5	2.0	5.940	7.380	0.000	0.540
ELECTRONIC SYS TECH		BLD		29.120	30.870	1.5	1.5	2.0	2.800	6.870	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		40.945	46.060	2.0	2.0	2.0	10.03	9.460	2.460	0.000
FLOOR LAYER		BLD		28.930	29.680	1.5	1.5	2.0	6.050	5.750	0.000	0.350
GLAZIER		BLD		31.460	0.000	2.0	2.0	2.0	9.020	9.300	2.520	0.310
HT/FROST INSULATOR		BLD		34.760	35.760	1.5	1.5	2.0	6.250	9.860	0.000	0.500
IRON WORKER		ALL		29.350	30.850	1.5	1.5	2.0	6.360	10.95	0.000	0.420
LABORER	N	ALL		26.650	27.150	1.5	1.5	2.0	5.350	8.850	0.000	0.800
LABORER	S	ALL		24.900	25.400	1.5	1.5	2.0	5.450	10.50	0.000	0.800
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
MARBLE MASON		BLD		28.260	30.080	1.5	1.5	2.0	6.400	9.430	2.000	0.500
MILLWRIGHT		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
OPERATING ENGINEER		BLD	1	31.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	2	29.870	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	3	25.390	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	4	25.450	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	5	25.120	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	6	31.550	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	7	31.850	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	8	32.130	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	9	33.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	1	29.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	2	28.370	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	3	23.890	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	4	23.950	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	5	23.620	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	6	30.050	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	7	30.350	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	8	30.630	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	9	31.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PILEDRIIVER		ALL		33.230	34.730	1.5	1.5	2.0	6.050	5.750	0.000	0.350
PIPEFITTER	NW	BLD		33.350	35.350	1.5	1.5	2.0	6.440	7.750	0.000	0.600
PIPEFITTER	SE	BLD		33.750	36.250	1.5	1.5	2.0	6.900	4.950	0.000	0.525
PLASTERER		BLD		30.000	31.000	1.5	1.5	2.0	7.250	8.000	0.000	0.250
PLUMBER	NW	BLD		33.250	35.750	1.5	1.5	2.0	5.700	6.100	0.000	0.400
PLUMBER	SE	BLD		33.750	36.250	1.5	1.5	2.0	6.900	4.950	0.000	0.525
ROOFER		BLD		28.650	30.650	1.5	1.5	2.0	7.650	6.650	0.000	0.200
SHEETMETAL WORKER		ALL		28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER		BLD		37.230	40.230	2.0	2.0	2.0	7.550	9.700	0.000	0.850
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	5.650	1.940	0.000	0.070
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	5.650	4.980	0.000	0.070

TRUCK DRIVER	ALL 1	28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 2	29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 3	29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 4	29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 5	30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 1	22.880	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 2	23.200	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 3	23.360	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 4	23.560	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 5	24.160	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

ST. CLAIR COUNTY

LABORERS (NORTH) - The area bounded by Route 159 to a point south of Fairview Heights and west-southwest to Route 3 at Monroe County line.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county bordered by Rt. 50 on the North and West including Belleville.

PLUMBERS (NORTHWEST) - Towns of Aloraton, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, East Carondelet, E. St. Louis, Fairview Heights, French Village, National City, O'Fallon, Sauget, and Washington Park.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump

cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls

regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract.

The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

VILLAGE OF FREEBURG

ORDINANCE NO. 1359

AN ORDINANCE SPECIFYING APPROPRIATION PROCEDURE

ADOPTED BY THE
VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FREEBURG
THIS 21st DAY OF JUNE, 2010

Published in pamphlet form by authority of the Village President and Board of Trustees
of the Village of Freeburg, St. Clair County, this 21st day of June, 2010.

APPROPRIATION ORDINANCE

VILLAGE OF FREEBURG

ORDINANCE NO. 1359

An ordinance appropriating for all corporate purposes for the Village of Freeburg, St. Clair County, Illinois, for the fiscal year beginning April 1, 2010, and ending March 31, 2011.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the municipality be and the same are hereby appropriated for the corporate purposes of the Village of Freeburg, St. Clair County, Illinois, as hereinafter specified for the fiscal year beginning April 1, 2010, and ending March 31, 2011.

SECTION 2: That the appropriation herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the Village of Freeburg, and such appropriation being subject to further approval as to expenditure thereof by the Village Board.

SECTION 3: That the amount appropriated for each object and purpose shall be as follows:

DEPARTMENT: 01-1 Administrative
ACCT.: 01-11-

	Amount Appropriated 2010 - 2011
400-499 - PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 93,853
500-599 - CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 60,445
600-699 - COMMODITIES	
TOTAL COMMODITIES	\$ 8,680
800-899 - CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 346,203
900-999 - OTHER EXPENSES	
TOTAL OTHER EXPENSES	\$100,000
GRAND TOTAL	\$ 609,181

DEPARTMENT: 01-16 Zoning
ACCT.: 01-16-

	Amount Appropriated 2010-2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 13,719
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 39,200
600-699 - COMMODITIES	
TOTAL COMMODITIES	\$ 3,150
800-899 - CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ -
900-999 OTHER EXPENSES	
TOTAL OTHER EXPENSES	\$ 10,000
GRAND TOTAL	\$ 66,069

DEPARTMENT: 01-21 Police
ACCT.: 01-21-

	Amount Appropriated 2010 - 2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 1,001,274
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 198,626
600-699 COMMODITIES	
TOTAL COMMODITIES	\$ 42,560
800-899 CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 46,070
900-999 OTHER EXPENSES	
TOTAL OTHER EXPENSES	\$25,000
GRAND TOTAL	\$ 1,313,530

DEPARTMENT: 01-41 Street
ACCT.: 01-41-

Amount
Appropriated
2010 - 2011

400-499 PERSONNEL SERVICES

TOTAL PERSONNEL SERVICES \$239,238.00

500-599 CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES \$ 31,115

600-699 COMMODITIES

TOTAL COMMODITIES \$ 71,050

800-899 CAPITAL OUTLAY

TOTAL CAPITAL OUTLAY \$ 351,806

900-999 - OTHER EXPENSES

TOTAL OTHER EXPENSES \$50,000

GRAND TOTAL \$ 743,209

DEPARTMENT: 11-11 - Audit
ACCT.: 11-11-

Amount
Appropriated
2010 - 2011

500-599 - CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES	\$	8,260
Grand Total	\$	8,260

DEPARTMENT: 12-23 ESDA
ACCT.: 12-23

Amount
Appropriated
2010 - 2011

400-499 PERSONNEL SERVICES

TOTAL PERSONNEL SERVICES \$ 1,960

500-599 CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES \$ 1,190

600-699 COMMODITIES

TOTAL COMMODITIES \$ 630

800-899 CAPITAL OUTLAY

TOTAL CAPITAL OUTLAY \$ 350

900-999 OTHER EXPENSES

TOTAL OTHER EXPENSES \$ 5,000

GRAND TOTAL \$ 9,130

DEPARTMENT: 13-44 Garbage
ACCT.: 13-44-

Amount
Appropriated
2010 - 2011

500-599 CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES

\$ 266,686

GRAND TOTAL

\$266,686

DEPARTMENT: 15-41 Motor Fuel Tax
ACCT.: 15-41-

	Amount Appropriated 2010 - 2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 11,830
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 7,280
600-699 COMMODITIES	
TOTAL COMMODITIES	\$ 18,200
800-899 CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 126,293
900-999 OTHER EXPENSES	
TOTAL OTHER EXPENSES	\$ 10,000
GRAND TOTAL MOTOR FUEL TAX EXPENSE	\$ 173,603

DEPARTMENT: Water
ACCT.: 51-42-

Amount
Appropriated
2010 - 2011

400-499 PERSONNEL SERVICES

TOTAL PERSONNEL SERVICES \$ 333,185

500-599 CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES \$ 498,704

600-699 COMMODITIES

TOTAL COMMODITIES \$ 42,455

700-799 WATER DEBT SERVICES

TOTAL DEBT SERVICE \$ 10,220

800-899 CAPITAL OUTLAY

TOTAL CAPITAL OUTLAY \$ 210,972

900-999 OTHER EXPENSES

TOTAL OTHER EXPENSES \$ 50,000

GRAND TOTAL \$ 1,145,536

DEPARTMENT: 52-43 SEWER
ACCT.: 52-43-

	Amount Appropriated 2010-2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 282,953
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 123,119
600-699 COMMODITIES	
TOTAL COMMODITIES	\$ 48,930
700-799 WASTE WATER DEBT SERVICES	
TOTAL DEBT SERVICE	\$ 57,120
800-899 CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 2,159,072
900-999 OTHER EXPENSES	
TOTAL OTHER EXPENSES	\$ 50,000
GRAND TOTAL	\$ 2,721,194

DEPARTMENT: 53-40 Electric
ACCT.: 53-40-

	Amount Appropriated 2010 - 2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 704,449
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 3,382,284
600-699 COMMODITIES	
TOTAL COMMODITIES	\$ 130,200
700-799 ELECTRIC DEBT SERVICES	
TOTAL DEBT SERVICES	\$ 890,996
800-899 CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 853,216
900-999 OTHER EXPENDITURES	
TOTAL OTHER EXPENDITURES	\$ 100,000
GRAND TOTAL	\$ 6,061,145

DEPARTMENT: 58-55 Swimming Pool
ACCT.: 58-55-

	Amount Appropriated 2010 - 2011
400-499 PERSONNEL SERVICES	
TOTAL PERSONNEL SERVICES	\$ 59,500
500-599 CONTRACTUAL SERVICES	
TOTAL CONTRACTUAL SERVICES	\$ 12,082
600-699 COMMODITIES	
TOTAL COMMODITIES	\$ 21,840
800-899 CAPITAL OUTLAY	
TOTAL CAPITAL OUTLAY	\$ 33,320
900-999 CAPITAL OUTLAY	
TOTAL OTHER EXPENDITURES	\$ 25,000
GRAND TOTAL	\$ 151,742

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That a certified copy of this ordinance shall be filed with the County Clerk within 30 days after adoption.

SECTION 6: That this ordinance shall be in full force and effect after its passage, approval, and publication, as provided by law.

ADOPTED this 21st day of June, 2010 pursuant to a roll call vote by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois.

AYES: _____

NAYS: _____

ABSENT: _____

Vote Recorded By:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County,
Illinois, this 21st day of June, 2010.

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form: Stephen R. Wigginton, Village Attorney

CERTIFICATION OF APPROPRIATION ORDINANCE
VILLAGE OF FREEBURG

The undersigned, duly elected, qualified and acting Clerk of the Village of Freeburg, St. Clair County, Illinois, does hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance of said Village for the fiscal year beginning April 1, 2010, and ending March 31, 2011 as adopted on June 21st, 2010.

The certification is made and filed pursuant to the requirements of Public Act 83-881 (IRS, Ch. 120, par. 643) and on behalf of the Village of Freeburg, St. Clair County, Illinois. This certification must be filed within 30 days after the adoption of the Appropriation Ordinance.

Dated this 21st day of June, 2010:

Jerry Menard, Village Clerk

Bob Delany, County Clerk

ORDINANCE NO. 1360**AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH FREEBURG DEVELOPMENT CORPORATION; AUTHORIZING THE ISSUANCE OF TIF NOTES PAYABLE ONLY FROM THE SPECIAL TAX ALLOCATION FUND; AND AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT****RECITALS**

WHEREAS, on November 6, 2003 the Village of Freeburg, Illinois (“Village”) distributed a request for proposals for the designation of a master developer of certain territory located within or contiguous to the corporate boundaries of the Village commonly known as the Redevelopment Project Area; and

WHEREAS, the Village selected the proposal of Freeburg Center LLC and Joseph Koppeis, the predecessor to Freeburg Development Corporation (“Developer”) and designated the Developer the master developer of the Redevelopment Project Area; and

WHEREAS, the Developer requested that incentives for the Redevelopment Project be provided by the Village; and

WHEREAS, on January 19, 2004, the Village Board adopted a resolution pursuant to the TIF Act setting forth the Village’s intent to establish a tax increment financing district to foster the creation of jobs, eliminate conditions of blight, enhance the tax base of the Village, and attract economic development which benefits the welfare of the residents of the Village and, as such, is in the public interest and in compliance with the purposes and provisions of the Illinois Municipal Code, as supplemented and amended; and

WHEREAS, on October 4, 2004 the Village of Freeburg, an Illinois municipal corporation, (“Village”) and Freeburg Development Corporation, an Illinois corporation, as successor to Freeburg Center LLC (“Developer”) entered into an agreement titled “An Agreement to Enter into a Redevelopment Plan, Redevelopment Project, and Designate a Redevelopment Project Area and Fund Development By and Between the Village of Freeburg and Freeburg Development Corporation.” (the “Redevelopment Agreement”); and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, (the “TIF Act” or “Act”), the President and Board of Trustees of the Village (“Village Board”) adopted Ordinance No. 1161 approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Redevelopment Area; and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the

“TIF Act” or “Act”) the Village Board adopted Ordinance No. 1162 designating the Redevelopment Area a “redevelopment project area” pursuant to Section 11-74.4-4 of the TIF Act; and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with TIF Act, the Village Council adopted Ordinance No. 1163 authorizing tax increment financing within the Redevelopment Area; and

WHEREAS, on December 20, 2004 Village and Developer entered into a “Memorandum of Understanding” whereby the Village designated Developer its agent for the sole purpose of negotiating relocation payments to various residents located within the Redevelopment Project Area and the Village agreed to reimburse Developer for payments made by Developer to residents located within the Redevelopment Project Area as approved by the Village. The Village and Developer agreed that such reimbursements would be in addition to all amounts contemplated to be paid to Developer under the Redevelopment Agreement entered into on October 4, 2004; and

WHEREAS, the Village subsequently determined that it was in the best interest of the Village to issue its Tax Increment Revenue Bonds, Series 2005 (North State Street Redevelopment Project Area) (the “Bonds”) in the aggregate principal amount of \$2,050,000.00 for the purpose of (a) funding a portion of the costs of the Redevelopment Project, (b) funding capitalized interest on the Bonds, (c) funding a debt service reserve fund for the Bonds and (d) paying the costs of the issuance of the Bonds; and

WHEREAS, on March 7, 2005 the Village Board adopted Ordinance No. 1173 (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to a Bond Indenture for the above purposes; and

WHEREAS, under the terms of the Redevelopment Agreement and Memorandum of Understanding the Village was required to reimburse the Developer for eligible development costs under the TIF Act in an amount not to exceed \$1,500,000.00 plus relocation payments made by Developer and approved by the Village. Further, the Village agreed to reimburse Developer for certain costs associated with construction of a traffic control device once the Village has met all of its obligations to pay the interest and principal on the Bonds; and

WHEREAS, Village paid to Developer the following amounts: Pay Request No. 1- \$1,164,382.12, Pay Request No. 2- \$201,658.01, Pay Request No. 3- \$240,000.00 for a total of \$1,606,040.13; and

WHEREAS, Developer has requested additional payments for relocation reimbursement under the Memorandum of Understanding and the Redevelopment Agreement and a dispute has arose between the Village and Developer as to the amounts owed Developer, including interest on the amounts owed, and whether certain costs and expenses associated with the Redevelopment Project are eligible for reimbursement including costs and expenses associated with the construction of the traffic control device; and

WHEREAS, the Village and Developer desire to settle their dispute in its entirety by amending the Redevelopment Agreement and the Memorandum of Understanding in accordance with the terms set forth in the First Amendment to the Redevelopment Agreement; and

WHEREAS, the Village Board hereby determines that it is necessary and advisable and in the best interest of the Village and of its inhabitants to authorize and approve the First Amendment to the Redevelopment Agreement attached hereto as Exhibit A (the "Redevelopment Agreement") and the transactions contemplated thereby.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, as follows:

1. The recitals set forth above are true and accurate and incorporated herein. The Village Board hereby ratifies and confirms its approval of the settlement of the dispute with Freeburg Development Corporation in its entirety on the terms and conditions set forth in the First Amendment to the Redevelopment Agreement. The Village Board further finds and determines that it is necessary and desirable to enter into the First Amendment to the Redevelopment Agreement with Developer in order to implement the Business District Plan and to enable Developer to carry out its proposal for the Redevelopment Project.

2. The Village Board hereby approves, and the Mayor is hereby authorized and directed to execute, on behalf of the Village, the First Amendment to the Redevelopment Agreement between the Village and Developer, and the Village Clerk is hereby authorized and directed to attest to the First Amendment to the Redevelopment Agreement and to affix the seal of the Village thereto. The First Amendment to the Redevelopment Agreement shall be substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the Village executing the same and as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

3. The Mayor or his designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the Village any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters authorized in the First Amendment to the Redevelopment Agreement or herein.

4. It is hereby declared to be the intention of the Village Board that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Village Board intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

5. Be it further ordained that all ordinances or parts of ordinances in conflict with provisions of this Ordinance are hereby repealed.

6. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this ____ day of _____, 2010 by the Board of Trustees of the Village of Freeburg, Illinois pursuant to a roll call vote as follows:

Corby Valentine _____ Steve Smith _____ Tony Miller _____
Rita Baker _____ Seth Speiser _____ Charlie Mattern _____
Ray Danford _____

APPROVED by the President of the Village of Freeburg, Illinois, this ____ day of _____, 2010.

RAY DANFORD
Village President
Village of Freeburg, Illinois

ATTEST:

Jerry Menard, Village Clerk

(SEAL)

EXHIBIT A
First Amendment to the Redevelopment Agreement

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This First Amendment to “An Agreement to Enter into a Redevelopment Plan, Redevelopment Project, and Designate a Redevelopment Project Area and Fund Development By and Between the Village of Freeburg and Freeburg Development Corporation” entered into on October 4, 2004 (the “Redevelopment Agreement”) is entered into this ___ day of _____, 2010 by and between the Village of Freeburg, Illinois, an Illinois municipal corporation and the Freeburg Development Corporation, an Illinois corporation.

Recitals

WHEREAS, on November 6, 2003 the Village of Freeburg, Illinois (“Village”) distributed a request for proposals for the designation of a master developer of certain territory located within or contiguous to the corporate boundaries of the Village commonly known as the Redevelopment Project Area; and

WHEREAS, the Village selected the proposal of Freeburg Center LLC and Joseph Koppeis, the predecessor to Freeburg Development Corporation (“Developer”) and designated the Developer the master developer of the Redevelopment Project Area; and

WHEREAS, the Developer requested that incentives for the Redevelopment Project be provided by the Village; and

WHEREAS, on January 19, 2004, the Village Board adopted a resolution pursuant to the TIF Act setting forth the Village’s intent to establish a tax increment financing district to foster the creation of jobs, eliminate conditions of blight, enhance the tax base of the Village, and attract economic development which benefits the welfare of the residents of the Village and, as such, is in the public interest and in compliance with the purposes and provisions of the Illinois Municipal Code, as supplemented and amended; and

WHEREAS, on October 4, 2004 the Village of Freeburg, an Illinois municipal corporation, (“Village”) and Freeburg Development Corporation, an Illinois corporation, as successor to Freeburg Center LLC (“Developer”) entered into an agreement titled “An Agreement to Enter into a Redevelopment Plan, Redevelopment Project, and Designate a Redevelopment Project Area and Fund Development By and Between the Village of Freeburg and Freeburg Development Corporation.” (the “Redevelopment Agreement”); and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, (the “TIF Act” or “Act”), the President and Board of Trustees of the

Village (“Village Board”) adopted Ordinance No. 1161 approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Redevelopment Area; and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “TIF Act” or “Act”) the Village Board adopted Ordinance No. 1162 designating the Redevelopment Area a “redevelopment project area” pursuant to Section 11-74.4-4 of the TIF Act; and

WHEREAS, on December 6, 2004, after proper notice and procedure in accordance with TIF Act, the Village Council adopted Ordinance No. 1163 authorizing tax increment financing within the Redevelopment Area; and

WHEREAS, on December 20, 2004 Village and Developer entered into a “Memorandum of Understanding” whereby the Village designated Developer its agent for the sole purpose of negotiating relocation payments to various residents located within the Redevelopment Project Area and the Village agreed to reimburse Developer for payments made by Developer to residents located within the Redevelopment Project Area as approved by the Village. The Village and Developer agreed that such reimbursements would be in addition to all amounts contemplated to be paid to Developer under the Redevelopment Agreement entered into on October 4, 2004; and

WHEREAS, the Village subsequently determined that it was in the best interest of the Village to issue its Tax Increment Revenue Bonds, Series 2005 (North State Street Redevelopment Project Area) (the “Bonds”) in the aggregate principal amount of \$2,050,000.00 for the purpose of (a) funding a portion of the costs of the Redevelopment Project, (b) funding capitalized interest on the Bonds, (c) funding a debt service reserve fund for the Bonds and (d) paying the costs of the issuance of the Bonds; and

WHEREAS, on March 7, 2005 the Village Board adopted Ordinance No. 1173 (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to a Bond Indenture for the above purposes; and

WHEREAS, under the terms of the Development Agreement and Memorandum of Understanding the Village was required to reimburse the Developer for eligible development costs under the TIF Act in an amount not to exceed \$1,500,000.00 plus relocation payments made by Developer and approved by the Village. Further, the Village agreed to reimburse Developer for certain costs associated with construction of a traffic control device once the Village has met all of its obligations to pay the interest and principal on the Bonds; and

WHEREAS, Village paid to Developer the following amounts: Pay Request No. 1- \$1,164,382.12, Pay Request No. 2- \$201,658.01, Pay Request No. 3- \$240,000.00 for a total of \$1,606,040.13; and

WHEREAS, Developer has requested additional payments for relocation reimbursement under the Memorandum of Understanding and the Development Agreement and a dispute has arose between the Village and Developer as to the amounts owed Developer, including interest on the amounts owed, and whether certain costs and expenses associated with the Redevelopment Project are eligible for reimbursement including costs and expenses associated with the construction of the traffic control device; and

WHEREAS, the Village and Developer desire to settle their dispute in its entirety by amending the Development Agreement and the Memorandum of Understanding in accordance with the terms set forth herein; and

Now therefore in consideration of the mutual promises and obligations set forth herein, the sufficiency and adequacy of which is hereby acknowledged and accepted, the Village and Developer hereby agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as if fully set forth herein.

Section 2. Formation of TIF District. The Village and Developer agree that the Village has properly formed a Tax Increment Finance Redevelopment Project Area in accordance with the TIF Act as required by Section 2 of the Development Agreement.

Section 3. Tax Increment Revenue Bonds, Series 2005. The Village and Developer agree that the Village has properly issued Tax Increment Revenue Bonds, Series 2005 in accordance with the TIF Act as required by Section 3 of the Development Agreement. The Village and Developer further agree that the Village has reimbursed Developer the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) from the Bond proceeds and Developer has been paid in full for all amounts owed to Developer under Section 3 of the Development Agreement.

Section 4. Redevelopment. The Village and Developer agree that Developer has met its construction obligation to construct a commercial development in the Redevelopment Project Area consisting of a grocery store of approximately 30,000 sq. ft. and a retail/office strip mall of approximately 32,000 sq. ft. ("Phase One") as set forth in Section 4 of the Development Agreement and has met its construction obligations with respect to the outlots by constructing a retail/office complex of approximately 8,400 sq. ft. on the outlots identified in the Site Plan attached to the Development Agreement as Exhibit C. Further, Developer agrees that not more than thirty percent (30%) of the overall development (excluding outlots) shall be occupied by offices and service businesses not generating Illinois Retailer's Occupation Tax or Illinois Service Occupation Tax, without the consent of the Village. Developer shall develop the Redevelopment Project Area consistent with the plans and specifications previously

approved by the Village and the Site Plan attached to the Development Agreement as Exhibit C.

Section 5. Developer's Failure to Perform. The Village and Developer agree that Developer has met its construction obligation to construct a commercial development in the Redevelopment Project Area consisting of a grocery store of approximately 30,000 sq. ft. and a retail/office strip mall of approximately 32,000 sq. ft. ("Phase One") as set forth in Section 4 of the Development Agreement. Consequently, the Village and Developer agree that Developer has met the conditions set forth in Section 5 of the Development Agreement and is relieved from the obligation to refund all or a portion of the \$1,500,000.00 based upon the amount of construction completed by Developer. Developer shall be solely responsible for remedying any and all environmental contamination (if any) in the Redevelopment Project Area in compliance with all regulations of the United States and Illinois Environmental Protection Acts. Further, Developer shall be solely responsible for the payment of all professional costs incurred by Developer with respect to the design and construction of improvements within the Redevelopment Project Area. In the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within thirty (30) days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said thirty-day period, and (2) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

Section 6. Obligations of the Village. The Village acknowledges that the cost of relocating the residents of the North State Redevelopment Project Area was and is the obligation of the Village and not the Developer. The Village and Developer agree that the Village has paid all costs of professional fees incurred by the Village including the costs associated with the formation of the North State Redevelopment Project Area and the issuance of the Bonds. The Village has paid for all studies associated with the relocation of residents. The Village agrees to reimburse Developer the amount of **Three Hundred Thirty One Thousand Five Hundred Thirty One and 76/100 Dollars (\$331,531.76)** for relocation expenses incurred by Developer in performing the terms of the Memorandum of Understanding. This amount is based upon lengthy and thorough negotiations between the parties and is based upon an agreed negotiated amount of **Three Hundred Fifty Seven Thousand Four Hundred Sixty and 00/100 Dollars (\$357,460.00)** less certain costs and expenses the Developer owes to the Village for electrical equipment and electrical services totaling **Twenty Five Thousand Nine Hundred Thirty and 24/100 Dollars (\$25,930.24)**.

The manner of reimbursement is set forth in Sections 12 and 15 below.

Section 7. Sales Tax Escrow Fund. The Village and Developer agree that Section 7 of the Development Agreement shall remain the same and shall not be amended or modified by this First Amendment to the Development Agreement.

Section 8. Term. The Village and Developer agree that Section 8 of the Development Agreement shall be amended to state as follows:

This Agreement with respect to the TIF Obligations contained herein, and all of the rights and obligations of the parties with respect thereto hereunder, shall terminate and shall become null and void on December 31st of the year in which the payment to the municipal treasurer of TIF Revenues is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the TIF Ordinance was adopted. Notwithstanding the foregoing, this Agreement may terminate sooner upon the earlier of (a) the completion of the Redevelopment Project, the payment of all Redevelopment Project Costs, and the retirement in full of all TIF Obligations, or (b) the delivery of a written notice signed by the Developer and the Village (and recordation of a copy of such notice with the St. Clair County Recorder of Deeds) that this Agreement has been terminated.

Section 9. Appeal of Assessment. The Village and Developer agree that Section 9 shall be amended as follows:

The Village and Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the Village's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer shall cause all owners, tenants or other occupants in the Redevelopment Project Area (or their heir(s), successor(s) in interest and/or assigns) to supply or cause to be supplied to Developer, within thirty (30) days of receipt thereof, copies of each bill and evidence of payment for ad valorem property taxes levied upon the Property by any and all taxing districts or municipal corporations having the power to tax real property within the Redevelopment Project Area. Any purchaser or transferee of real property located within the Redevelopment Project Area, and any lessee or other user of real property located within the Redevelopment Project Area required to pay TIF Revenues, shall use all reasonable efforts to timely furnish to the Village such documentation as is required by this Section 9. So long as any TIF Obligation is outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement. Further, so long as any TIF Obligation is outstanding with respect to the Bonds no owner, tenant, occupant (or their heir(s), successor(s) in interest and/or assigns) shall challenge or appeal the ad valorem property taxes assessed or levied against real or personal property located within the Redevelopment Project Area seeking a reduction in an amount below that which is necessary to generate revenues sufficient to meet the debt service obligations of the Bonds.

Section 10. Traffic Light. The Village and Developer agree that Section 10 shall be amended as follows:

The Village and Developer agree that once the principal and interest on the Bonds has been paid in full and all other obligations of the Village have been met with respect to the Bonds Developer shall be entitled to receive **TWO HUNDRED FORTY EIGHT THOUSAND SIXTY TWO and 00/100 Dollars (\$248,062.00)** for a portion of the cost of construction of the traffic stop light located on Illinois State Route 13/15. This payment is subject to the receipt of sufficient ad valorem property tax revenues and sales tax revenues (“Net Proceeds”) during the term of the Agreement. In the event that Net Proceeds are insufficient to pay Developer the amount set forth herein, Developer shall receive an amount equal to the amount of the Net Proceeds deposited in the Special Allocation Fund after principal and interest on the Bonds has been paid and there are no further Bond payments due from the Village.

Section 11. Successors and Assigns.

The Village and Developer agree that Section 11 shall be amended as follows:

Section 11: Assignment. This Agreement may be assigned by Developer only upon the express written consent of the Village, except for an assignment to an affiliate of the Developer, which shall not be unreasonably withheld by the Village. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

Sections 12 through 18. The Village and Developer agree that Sections 12 through 18 are hereby deleted in their entirety and shall be restated in a different form as set forth herein in Sections 12 through 34 as set forth below.

Section 12. TIF Notes

(a) **Issuance of Notes.** The Village agrees to issue TIF Notes to the Developer in an aggregate principal amount not to exceed **Three Hundred Thirty One Thousand Five Hundred Thirty One and 76/100 Dollars (\$ 331,531.76.) plus accrued interest in the amount of Thirty Four Thousand One Hundred Sixty Two and 84/100 Dollars (\$34,162.84) for a total of Three Hundred Sixty Five Thousand Six Hundred Ninety Two and 60/100 (\$365,692.60)** representing the Village’s obligation to reimburse Developer for relocation costs incurred, which the Village has determined is an eligible Reimbursable Redevelopment Project Cost, and in a form substantially similar to

Exhibit _____, attached hereto. The Notes shall be issued bearing an issuance date of June _____, 2010 and interest on such Notes shall accrue thereafter from the issuance date. The Village agrees to pass all ordinances necessary to implement the issuance of TIF Notes to the Developer. Further, the Village agrees to issue TIF Notes to the Developer in an aggregate amount not to exceed **Two Hundred Forty Eight Thousand Sixty Two and 00/100 Dollars (\$248,062.00.)** representing the Village's obligation to reimburse Developer for costs and expenses incurred with the construction of the traffic light on State Route 13/15, which determined is an eligible Reimbursable Redevelopment Project Costs, and in a form substantially similar to Exhibit _____, attached hereto. The Notes shall be issued bearing an issuance date of June _____, 2010 and interest on such Notes shall thereafter accrue from the issuance date. The Village agrees to pass all ordinances necessary to implement the issuance of TIF Notes to the Developer.

(b) **Terms.** The Notes shall bear interest at a fixed rate per annum equal to **6.68%**. All TIF Notes shall have a stated maturity of not later than as legally permitted pursuant to the TIF Act. All interest on the Notes shall be compounded annually.

(c) **Procedures for Issuance of Notes.** No Note shall be issued in connection with the Redevelopment Project until such time as the Village has received from the Developer: (a) a fully executed copy of this Agreement evidencing the parties full agreement to settle the pending disputes arising out of the Development Agreement and the Memorandum of Understanding in their entirety. The initial principal amount of the Notes shall be One Hundred Thousand Dollars (\$100,000.00) or less.

(d) **Village's Obligations Limited to Special Allocation Fund and TIF Bond Proceeds.** Notwithstanding any other term or provision of the Agreement, TIF Notes issued by the Village to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Tax Allocation Fund and from the TIF Bonds proceeds and from no other source, including, without limitation, the Village's general revenue fund.

Section 13. Special Allocation Fund. The Village agrees to cause its Treasurer or other financial officer to maintain the Special Allocation Fund and such further accounts or subaccounts as the Treasurer of the Village may deem necessary or appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act, the Village will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the Special Allocation Fund. The Village shall take all actions necessary to cause the Assessor and County Collector to perform all duties required to be performed pursuant to the TIF Act. In addition to real estate taxes collected, the Village shall take all actions necessary to cause the collection of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailer's Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefore as provided by the State of Illinois in the future derived from the proposed development into the Special Allocation Fund.

Section 14. Certificate of Total Initial Equalized Assessed Value. The Village shall provide to the Developer, within twenty (20) days of its receipt of the information, a true, correct and complete copy of the St. Clair County Tax Assessor's calculation of the total assessed value of all taxable property within the Redevelopment Project Area determined pursuant to the TIF Act. The Village shall provide to the Developer, within twenty (20) days of its receipt of the information, a true, correct and complete copy of the collections of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailer's Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefore as provided by the State of Illinois in the future derived from the proposed development received by the Village from all businesses in the project area. The Developer and Village acknowledge and agree that the Village is prohibited from sharing with any person any information regarding the sales tax paid by an individual business. The parties acknowledge that the State of Illinois provides the Village with quarterly sales tax reports that show the amount of sales tax collected from all businesses within the project area as a whole and the Village will provide this report to the Developer as set forth above.

Section 15. Application of TIF Revenues.

- (a) The Village hereby agrees to apply the TIF Revenues and any taxes, including but not limited to, the collection of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailer's Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefore as provided by the State of Illinois in the future derived from the development, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement as provided in the Indenture of Trust dated March 1, 2005 with Commerce Bank, National Association serving as Trustee.
- (b) The Village agrees to pay to Developer upon receipt of an executed copy of this Agreement a lump sum amount of **One Hundred Thirteen Thousand One Hundred Eighty and 89/100 Dollars (\$113,180.89)** as an initial payment on the TIF Notes set forth above. This amount will be applied to the TIF Notes relating to the reimbursement of relocation costs in the total amount of Three Hundred Sixty Five Six Hundred Ninety Two and 60/100 Dollars (\$365,692.60).
- (c) Thereafter, the Village and Developer agree that after the payments set forth above are made by the Village (or the Trustee under that certain Indenture of Trust dated March 1, 2005) the Village shall pay to the Developer the first **Twenty Thousand and 00/100 (\$20,000.00)** of the Net Proceeds (as that term is defined in the Indenture of Trust dated March 1, 2005) derived from the Illinois Retailer's Occupation Tax and the Illinois Serviceman's Use Tax as those funds become available to the Village and after such payment the remainder of said Net Proceeds shall be split evenly (**50%/50%**) between the Village and the Developer. The Village has the right at any time to prepay additional amounts toward the principal of the TIF Notes without penalty.

The Village agrees that the officer of the Village at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Village Board for each fiscal year that TIF Notes are an outstanding request for an appropriation of all moneys on deposit in the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the TIF Notes.

GENERAL PROVISIONS

Section 16. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within thirty (30) days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said thirty-day period, and (2) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

Section 17. Extensions of Time for Performance. Neither the Village nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement, ; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by the Developer or the Village in bad faith, and further provided that the party seeking an extension notifies the other party in writing within thirty (30) days of the commencement of such claimed event of force majeure.

Section 18. Notices. All notices, demands, consents, approvals and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication,

(i) In the case of the Developer, to:

Freeburg Development Corporation
c/o Mr. Joseph Koppeis
1000 Columbia Centre
Columbia, Illinois 62236

With a copy to:

Maurice B. Graham
Gray, Ritter & Graham
Gateway One
Suite 800
701 Market Street
St. Louis, Missouri 63101
Fax: 314-241-4140

(ii) In the case of the Village, to:

Village of Freeburg
c/o Village Administrator
14 Southgate Center
Freeburg, Illinois 62243
Fax: 618-539-_____

With a copy to:

Weilmuenster & Wigginton, P.C.
3201 West Main
Belleville, Illinois 62226
Attention: Stephen R. Wigginton
Fax: (618) 257-2030

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 19. Conflict of Interest. No member of the Village Board or any branch of the Village's government who has any power of review or approval of any of the Developer's undertakings, or of the Village's contracting for goods or services for the Redevelopment Project, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Village Board the nature of such interest and seek a determination by the Village Board with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 20. Insurance; Damage or Destruction of Redevelopment Project.

INTENTIONALLY DELETED.

Section 21. Inspection. INTENTIONALLY DELETED.

Section 22. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Illinois for all purposes and intents.

Section 23. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 24. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 25. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 26. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 27. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as the Developer is the owner of the TIF Notes, in the event a third party brings an action against the Village or the Village's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel as mutually agreed to by the Village and the Developer. Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the Village. If the Village does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the Village and the Developer in any such proceeding; provided, the Developer and the counsel shall consult with the Village throughout the course of any such action. So long as the Village and the Developer are

using the same counsel all attorney's fees and costs shall be shared equally. If the Village and the Developer use separate counsel they shall each be responsible for their own separate attorney's fees and costs incurred in the defense of such claim or action.

Section 28. Release and Indemnification. The indemnifications and covenants contained in this Section 28 shall survive termination or expiration of this Agreement.

28.1 Notwithstanding any other provision of this Agreement to the contrary, the Village and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of any ordinance adopted in connection with either the TIF Act, this Agreement, or the Redevelopment Plan is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

28.2 The Developer releases from and covenants and agrees that the Village and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and, agrees to indemnify, defend and hold harmless the Village, its governing body members, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful or wanton misconduct of the Village and its governing body members, officers, agents, servants, employees and independent contractors.

28.3 The Village and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or the work except for those matters arising out of the willful or wanton misconduct of the Village and its governing body members, officers, agents, servants, employees and independent contractors.

28.4 All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

28.5 No official, employee or representative of the Village shall be personally liable to the Developer: (1) in the event of a default or breach by any party

under this Agreement, or (2) for any amount or any TIF Obligations which may become due to any party under the terms of this Agreement.

28.6 The Developer releases from and covenants and agrees that the Village, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the Village, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any relocation agreement with any resident initiated by the Developer (2) the construction of the work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the work, (4) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, excluding Property owned or controlled by the Village to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful or wanton misconduct of the Village or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the Village following termination of this Agreement as to the Redevelopment Project or any portion thereof.

28.7 The Village releases from and covenants and agrees that the Developer, and its agents, servants and employees shall not be liable for, and agrees to indemnify, defend and hold the Developer and its officers, agents, servants and employees harmless from and against any and all suits, interest, claims and cost of attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any relocation agreement with any resident initiated by the Village (2) the construction of any of the work by the Village, (3) the negligence or willful misconduct of the Village, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the work, (4) the compliance by the Village with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, excluding Property owned or controlled by the Developer to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or willful or wanton misconduct of the Developer or its officers, employees, agents and independent contractors or which arises out of matters undertaken by the Developer following termination of this Agreement as to the Redevelopment Project or any portion thereof.

28.8 Notwithstanding any other provision of this Agreement to the contrary, the Developer and its officers, agents, servants, and employees shall not be liable to the Village for damages or otherwise in the event that all or any part of any ordinance adopted in connection with either the TIF Act, this Agreement, or the Redevelopment Plan is declared invalid or unconstitutional in whole or in part by the

final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

28.9 All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its officers, agents, servants or employees in their individual capacities.

28.10 No official, employee or representative of the Developer shall be personally liable to the Village: (1) in the event of a default or breach by any party under this Agreement, or (2) for any amount or any TIF Obligations which may become due to any party under the terms of this Agreement.

Section 29. Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in Sections 28 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by either party.

Section 30. Maintenance of the Property. The Developer shall remain in compliance with all provisions of the Village's Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall during the remainder of the term of this Agreement (but subject to any delay caused for *force majeure* Village Delays), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned parcels of real estate on the Property during the term of this Agreement, each owner as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

Section 31. Representations of the Village. The Village hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to issue and sell the TIF Obligations and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

Section 32. Representations of Developer. The Developer hereby represents and warrants that:

(a) It has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings.

(b) This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 33. No Private Payments. The Village and the Developer recognize that payments from the Developer to the Village other than payments made by the Developer of taxes and general applicability may be deemed to be private payments under the Internal Revenue Code of 1986, as amended (the "Code"), and that any such payments may cause interest on TIF Obligations, BDT Obligations and other financing instruments issued pursuant to this Agreement to be includable in the gross income of the owners thereof for federal income tax purposes. Accordingly, the Village and the Developer covenant and agree that the Village will accept no payment from the Developer pursuant to any provision of this Agreement without first obtaining the advice of Bond Counsel that such payment will not impair the status of interest on any TIF Obligation, or other such financing instruments issued on a tax-exempt basis under the Code as not includable in the gross income of the owners thereof for federal income taxation purposes.

Section 34. Taxes of General Applicability. The Village and Developer hereby expressly agree and recognize that security for the Village's obligations herein, the TIF Obligations, or such other financing instruments and payment of debt service on the TIF Obligations, or such other financing instruments are limited to the amounts on deposit in the funds and accounts created under the ordinances authorizing the issuance of TIF Obligations, or such other financing instruments. The Village recognizes that improper agreements with taxpayers may cause tax receipts to be classified as private payments under the Code. Accordingly, the Village covenants not to enter into or enforce any agreements with any taxpayers, including, specifically, the Developer, that would modify the obligations of such taxpayers under general law without an opinion of Bond Counsel that such agreement or enforcement will not adversely affect the tax-exempt status of interest on any TIF Obligations or such other financing instruments issued on a tax-exempt basis for federal income tax purposes. In the event that any TIF Obligations or such other financing instruments are issued on a tax-exempt basis, no provision of this Agreement or any other agreement, written or oral, will be enforced from the benefit of the holders of the TIF Obligations or such other financing instruments or in any way to increase revenues available to pay debt service on the TIF Obligations or such other financing instruments.

IN WITNESS WHEREOF, the parties have hereunder set their hands the year
and date first above written.

VILLAGE:

VILLAGE OF FREEBURG, ILLINOIS,
an Illinois municipal corporation

BY: _____
Village President

ATTEST:

Village Clerk

(SEAL)

OWNER:

FREEBURG DEVELOPMENT CORPORATION,
an Illinois Corporation

BY: _____
President

ATTEST:

Secretary

(SEAL)

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

ELECTRIC COMMITTEE MEETING
Wednesday, June 9, 2010 at 5:30 p.m.

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 meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, June 9, 2010 by Chairman Corby Valentine. Committee members present were Chairman Corby Valentine, Trustee Steve Smith, Trustee Tony Miller, Village Administrator Dennis Herzing, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of April 28, 2010 minutes: Trustee Tony Miller motioned to approve the minutes of April 28, 2010 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.
2. Switchover of Ameren to Freeburg power: Corby said there is a memo in the packet from Todd Masten that includes a request for information by the ICC. Dennis sent this to Dean Park of BHM&G for his review and said Dean should have our portion done by tomorrow morning. John said Bob Elden can pull up the number of outages from the SCADA system but those numbers are related more to circuits and grids and the reliability of the system.
3. Village Utility Needs Analysis: Nothing new.
4. Replacement of old power plant doors: Nothing new.
5. Franchise Fee (Ameren): Nothing new.
6. Highway lighting: John advised the committee that street lights have been installed by the Smith, Parrish, Wright and Pfannebecker properties which were the highest priority areas.
7. Poles in Smithton Park: John will talk to Chief Vielweber about doing the work and advise him the Village will not charge for the equipment but will charge them for the employees' time.
8. HAPS: Dennis said we have not received a legal opinion. He has a meeting set up for this Friday with BHM&G to talk about it. Corby said he will try to attend the meeting.
9. Ball Diamond work request: John said the work is done and this can be taken off the agenda.

John said they have replaced some streetlights in Deerfield and also corrected some sagging lines. John said there is a resident that has a bad meter base and John talked to Randy about it. Randy feels the base should be switched over. John said

the resident had approached Dave Self about this and he told her he wouldn't do anything until she replaced the trailer. The committee thought a letter had been sent to Dave previously about this kind of situations and asked Dennis to locate the letter.

B. NEW BUSINESS: Dennis received a request from the Patriotic Sisters to have temporary electric for their annual barbeque and John said he and Shane looked at it. They have come up with a solution and there will be no problem with getting them electric.

Corby asked John if he needs anything from the trustees to help out and John said he is a little shorthanded with vacations and Clark being out but that they will get through it. Corby reminded John we can bring in contractors on certain projects if we need to. John has talked to Waterloo and they are willing to help and Dennis said BHM&G is on standby if we need anything.

John said when we generate monthly, he is going to have all the guys there and have them learn hands-on how to do it. He said as far as workload, we are doing well. He commented on the projects JF Electric might be able to help us with and they include the pole that was damaged due to an accident by Old Freeburg Road and the highway. He also said we could use their help in the switchover of Ameren customers to Freeburg, especially with the nursing home and SAVE site. He reminded the committee the Ameren agreement says the work has to be done within 60 business days.

C. GENERAL CONCERNS: Tony asked if the banner for Toms had been located and John said the guys could not find it. Dennis thinks it may have blown off in a storm. Julie has it on the next Streets committee meeting agenda.

D. PUBLIC PARTICIPATION: Janet asked if we would bid the work JF Electric would do for us and Dennis said it depends on the cost of the project.

EXECUTIVE SESSION

5:53 P.M.

Trustee Steve Smith motioned to enter into Executive Session citing personnel, 5 ILCS 120/2-(c)(1)a and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:08 P.M.

Trustee Tony Miller motioned to end the Executive Session at 6:08 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

E. ADJOURN: *Trustee Tony Miller motioned to adjourn at 6:09 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

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
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PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

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

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING Wednesday, June 9, 2010 at 6:30 p.m.

Chairperson Rita Baker called the meeting of the Personnel and Public Safety Committee to order on Wednesday, June 9, 2010 at 6:32 p.m. Those present were Chairperson Rita Baker, Trustee Steve Smith, Trustee Charlie Mattern, Police Chief Mel Woodruff, Village Administrator Dennis Herzing, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guests present: Janet Baechle and Mike Blaies.

POLICE:

A. OLD BUSINESS:

1. Police Contract: Discussed in executive session.

B. NEW BUSINESS:

1. Resident concerns over intersection at Edison & Woods Manor Drive: We received a request from Jason and Dana Miller to have a 4-way stop installed at that intersection. Mel said there have not been any accidents or injuries in that area. Trustee Smith said he talked to Jason Miller who stated there are people speeding down Woods Manor. The committee agreed with the request.

Trustee Steve Smith motioned to recommend to the full Board the intersection at Edison Street and Woods Manor Drive be changed to a 4-way stop and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.

2. Resident request to change speed limit and add children playing sign: Steve talked to Mike Stroh, who lives in Savanna Oaks, and they only want the children playing sign. Steve said the resident wants to see how that sign helps the area before asking that the speed limit be reduced. John will order the signs and get them put up on both sides of Oak Thorn.

Chief Woodruff told the committee that he has not been contacted by the homecoming committee in writing, nor has the auxiliary force been notified. Mel sent the auxiliary force a letter asking for their help during homecoming. He has not heard from Relay for Life. He did advise the police officers that they will assist with the bank run and also have them conduct drive throughs during the event.

Trustee Smith received information on an ordinance for noise in subdivisions and he will have Julie get everyone a copy. Trustee Baker said someone suggested to her we have a Gene Kramer day. Chief Woodruff added we could also make it an ESDA Awareness Day and Dennis will talk to the Mayor about a proclamation. Mel said we could also get his picture and put an article in the paper.

PERSONNEL: A. OLD BUSINESS:

1. Approval of May 12, 2010 minutes: *Trustee Steve Smith motioned to approve the May 12, 2010 minutes and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*

2. Employee handbook: This was not discussed due to the public works unionization issue.

a. Public Works On Call Status: Not discussed for the same reason.

3. Job Descriptions: Julie passed out copies of descriptions from several municipalities but said she has more coming and will get copies of those into everyone's mailboxes.

4. Compensation of officials: Dennis needs to talk to IML and Attorney Wigginton.

B. NEW BUSINESS: Trustee Baker asked John if things are going smoothly and John advised everything is going fine.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

**EXECUTIVE SESSION
6:45 P.M.**

Trustee Charlie Mattern motioned to enter Executive Session citing collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2) and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED
7:57 P.M.**

Trustee Steve Smith motioned to end Executive Session at 7:57 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.

Chairperson Baker reconvened the Personnel Committee meeting at 7:58 p.m.

ADJOURN: *Trustee Steve Smith motioned to adjourn at 7:59 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, motion carried.*



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COMMITTEE AS A WHOLE MEETING
Monday, June 14, 2010
8:00 p.m.

EXHIBIT J
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 Committee as a Whole Meeting was called to order at 8:00 p.m. on Monday, June 14, 2010, by Mayor Ray Danford. Members present were Mayor Ray Danford, Village Clerk Jerry Menard, Trustee Steve Smith, Trustee Tony Miller, Trustee Charlie Mattern, Trustee Rita Baker, Trustee Corby Valentine, Trustee Seth Speiser, Police Chief Mel Woodruff and Village Administrator Dennis Herzing. Guest present: Mike Blaies.

Trustee Tony Miller motioned to amend the agenda to discuss the \$50,000 grant and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.

Dennis provided a copy of bondable guidelines outlining projects you can spend the grant money on. Trustee Miller said some of the suggestions to use the \$50,000 on would be a shed on the empty lot, painting/repairing the water towers and Dennis said depending on what happens with the Safe Routes to School project, we may need more money for that. Dennis said there are no funds in this project for engineering, only construction. He continued by saying if we do need a second crosswalk, the funds could be used for that but that will take some time to figure out. Trustee Smith asked if TWM is charging us for what they are doing now and Dennis said at this point, we don't even have a scope of work and didn't think they were charging us right now. Trustee Smith said we didn't put those costs in the project because we were going to have the Village do that. Dennis said that is not possible because it is a federal project.

Trustee Speiser said you can see out the roof at the lagoon shed. Mayor Danford said that will be consolidated into Phase I of the sewer project. Trustee Mattern asked about the cost to paint the towers and repair the immediate need items and Seth thought it was about \$23,000 for both those. Charlie asked if we have anything in the budget to cover the \$23,000 and Dennis said no. Charlie asked how much we are generating to build up in reserve funds and Tony said \$25,000. The lagoon shed is too far gone to have it be considered for the \$50,000. Charlie asked if there is any other funding that might be available for the engineering fees for the Safe Routes to School project and Dennis doubts it. He said at the meeting with IDOT, he was told we could use MFT funds for the project to include engineering fees. Dennis said our MFT reserves aren't in the greatest shape right now. Seth said a 40 x 80 shed would cost around \$30,000 and could use the rest of the grant money towards painting the towers. Seth thought it might cost about \$9,000 - \$10,000 to put a floor in the shed. Dennis thought it might be harder to get the okay on the grant money expenditure if we try to use it for more than one project. Seth thought we should try to split the grant between the shed

Committee as a Whole Meeting

Monday, June 14, 2010

Page 1 of 2

and water tower repairs/painting. Rita asked Dennis to call the grant administrator and see if we can split the money into two projects.

A. OLD BUSINESS:

1. Approval of March 31, 2010 and April 6, 2010 Minutes: *Trustee Rita Baker motioned to approve the March 31, 2010 and April 6, 2010 minutes and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.*

**EXECUTIVE SESSION
8:22 P.M.**

Trustee Rita Baker motioned to enter into Executive Session at 8:20 p.m. to discuss collective negotiating matters between the public body and its employees or their representatives, 5 ILCS 120/2-(c)(2) and Trustee Steve Smith seconded the motion. ROLL CALL: Trustee Rita Baker - aye; Trustee Steve Smith - aye; Trustee Charlie Mattern - aye; Trustee Corby Valentine - aye; Trustee Tony Miller - aye; Trustee Seth Speiser - aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED
10:14 P.M.**

Trustee Tony Miller motioned to reconvene the Committee as a Whole Meeting at 10:14 p.m. and Trustee Rita Baker seconded the motion. All voting aye, the motion carried.

Mayor Ray Danford called for any further old business, there was none.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn at 10:15 p.m. and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by
Julie Polson
Office Manager

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Mattern/Miller/Speiser)
Wednesday, June 16, 2010 at 4:30 p.m.

EXHIBIT K
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 4:30 p.m. on Wednesday, June 16, 2010, by Chairman Charlie Mattern. Members present were Chairman Charlie Mattern, Trustee Tony Miller, Trustee Seth Speiser, Village Administrator Dennis Herzing, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of May 26, 2010 minutes: Trustee Tony Miller motioned to approve the May 26, 2010 minutes and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.
2. SAVE Site/Lee Hopp Drive Watermain Replacement: Village Administrator Herzing said the Notice of Award has been issued to Korte-Luitjohan and they are filling out the needed paperwork to get the project started. After the paperwork is done, Dennis will sit down with them and Pat Netemeyer to discuss the scope of work.
3. Sewer Project: Dennis talked to Tim Pruett and Larry Rhutasel about figuring out a route for the force main from the Deerfield lift station.
4. Recycling: Dennis ordered the two cardboard dumpsters. Abitibi was in agreement with Charlie's suggestion for their placement. Dennis said Julie had suggested we put signs on a dumpster to fill a certain one first since we try to have at least one empty dumpster over the weekend. The committee agreed to extend the hours of operation from 6:00 a.m. - 8:00 p.m.
5. Sewer backup policy: Assistant Public Works Director Tolan has the Dambachers' lift station scheduled for July 13. Item can be taken off the agenda.
6. FSH System Requirements: The EPA permit has been received but John hasn't started on it yet.
7. Dumpster at lot on White Street: Dennis said this may be a moot issue since we have agreed to put a shed on this lot. Tony suggested we put the dumpster at the old sewer plant and have the same hours of operation as the recycling center. John suggested we clean out the drying beds and use them for the leaves to be dumped. The committee agreed to keep the limb policy as it is now and not let the residents dump them at the old sewer plant. Dennis told the committee the grant person is okay with the grant money being split up into two projects. Dennis told him we would use \$30,000 towards the water tower repairs/painting and \$20,000 towards the shed.

Water/Sewer Committee Meeting
Wednesday, June 16, 2010
Page 1 of 3

8. Towers Fire Apparatus/Fire Hydrants: Dennis has the revised agreement and will get the letter sent to Towers.
9. IEPA - Noncompliance Advisory: John will get the letter sent out tomorrow.
10. B-2 Trash Bins: Julie said Phil sent the letters to the Market Place businesses. She will ask him to follow up with them in about a week to see if they are in compliance with the code. Tony questioned the screening language in the code and asked if that could be bushes instead of fencing. Dennis said there are other parts in our code that say you can screen with bushes. Tony said the real issue is the trash blowing around. Dennis said we need to look at the nuisance section of our code to address that.
11. Utility procedure: Dennis discussed this with Jane who feels it will be a big problem to enforce. We already protect ourselves with the utility application by having the applicant sign the application and also check whether they rent or own the property. Jane suggested we could add another box for the applicant to check bond for deed.
12. Recreation fee: Item can be taken off the agenda.
13. Pool passes: The committee briefly discussed the employees' request to receive free pool passes this year but decided not to grant the request because the pool fund is a losing fund.

B. NEW BUSINESS:

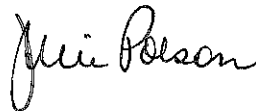
1. 806 W. Apple: John said Steven Kelley came into Village Hall to complain that he was charged the out-of-town rate for a pool pass. He does not live within the Village limits. At that time, he then claimed he was upset about his low water pressure. John said he is on a 1 inch line with 4 other people which is illegal. Dennis said our policy has been if you are contiguous to the Village, you can annex in and get our water but in this case, he already has our water. Dennis said the EPA would not be happy with the current situation. John said we did run a new 8" line down Cherry Tree Lane which is in Kelley's back yard. John believes Ron and Dennis told Kelley if he annexes in, we'll hook him up to the 8" main on the back of his house and he wasn't interested because he didn't want to be in the Village. Dennis said normally, we would come from the main to their property line and set a meter and they would be responsible from their meter to the house. To correct the situation, we could set three individual taps, set the meters and they would run a line from the meter to their house. They wouldn't have to annex and would still pay the out-of-town rate. Charlie suggested we will replace the one inch line and set the meter right off that line on their property line, and they can either run a new line from that meter or continue to use the old 1" line with the low water pressure. They will have 180 days to get off the old line because we are liable to the EPA. The committee decided to correct our system to their property line. If they want to annex in, we'll run the line from water main on Cherry Tree Lane to their home. Dennis said we'll supply the materials from the meter to the main for free. John said if they don't annex in, they have to come and get it. We will fix it and shut down the illegal situation.

2. IRWA Annual Dues: This was in the packet for informational purposes. The committee agreed to pay the renewal dues.

C. GENERAL CONCERNS: John is very happy we addressed the water tower repairs. He has purchased a gas detector. We have turned in about 169 Blue tower radio reads and will get \$2,782 for that. We have another 300 - 350 more so about \$6400 for that. John asked what do we want to do with the credit and Tony suggested we purchase additional meters and the committee agreed. John said we'll need to work a deal on the electric meters.

D. PUBLIC PARTICIPATION: The committee first adjourned at 5:28 p.m. and a resident came in after that to address the Water/Sewer Committee. Mike Stark lives at 8217 Peabody Road and wanted to find out why his water bill was so high. He studied the rates online and feels they are out of balance with the in-town rates. He feels he is being penalized for living in Bay Creek. Dennis said the water rates have been adjusted in the last couple years because the water fund has been losing money and the situation needed to be corrected. The sewer rate increase was less because we knew a larger increase would be coming in the near future when the new wastewater treatment project was done. Dennis also said that we surveyed other communities and we are in line with what other municipalities charge for their water and sewer rates. He said the ratio between the in-town and out-of-town rates has always been the same. Mike Stark said he would like to see the rate lowered or the in-town rate raised. He also said he spends tax dollars in Freeburg and asked the committee to consider his request.

E. ADJOURN: *Trustee Tony Miller motioned to adjourn at 5:43 p.m. and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.*



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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Valentine)
Wednesday, June 16, 2010 at 5:30 p.m.

The meeting of the Public Property Committee was called to order at 5:43 p.m. on Wednesday, June 16, 2010, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Corby Valentine, Village Administrator Dennis Herzing, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool feasibility study/referendum: Dennis provided the ordinance for the pool referendum and said he has sent it to Attorney Wigginton and is waiting on his response. Julie told the committee she had the pool rendering out in the lobby and received several favorable comments. We will contact Rhutasel to see how much it would cost to get copies made. Corby requested the rendering be displayed at the movie nights on July 17th and 31st. John said we do have a leak in the pool but it is not too bad.

B. NEW BUSINESS: None.

STREET: A. OLD BUSINESS:

1. Approval of May 18, 2010 minutes: *Trustee Corby Valentine motioned to approve the May 18, 2010 minutes and Trustee Rita Baker seconded the motion. All voting aye, the motion carried.*
2. Safe Routes to School: Dennis said TWM thinks it will cost about \$10,000 to convert either location (Main Street or shopping center) to a crosswalk signal. We may be able to change the one at the shopping center without a change in scope but would have to build a sidewalk. Dennis said the Main Street location would probably be the better location to convert. Dennis said the catch to everything the grant only contains construction money but no engineering. TWM said this project will have about 13% in engineering fees or about \$30,000. Dennis said we need to find a way to come up with a way to pay that. Tony thinks we should come up with half of it and use MFT reserves for the other half. Once this became a federal project, Dennis said we needed an engineering firm involved.
3. Swipe Card Access: Nothing new.
4. 709 Saxony lane request for culvert: Nothing new.
5. Stonemain drainage: Dennis sent the letter to Mary Lamie at IDOT but we haven't heard back from her.

B. NEW BUSINESS:

1. Paul Wild complaint about water drainage: Dennis advised Paul Wild was present at the Board of Appeals meeting for Chris Valentine's new duplex on Draco Drive hearing and voiced his complaints about the drainage on his property. Dennis told Mr. Wild that he would bring his complaints to this meeting. His property takes all the flow from Saturn Terrace and Dennis said it is the same problem that has been going on for years. He commented the Village does not handle drainage problems on private property.
2. Replacement cost for ad banners: The cost to replace one ad banner would be \$104 plus freight. The committee agreed to replace the banner at the Village's expense.
3. Dumpster for leaves: This was discussed in the Water/Sewer committee and they agreed not to have a dumpster on White Street but to change the location to the old sewer plant. John suggested the drying beds can be cleaned out and residents can dump their leaves there. It will be open the same hours as the recycling center.
4. Complaint about condition of Wolf Road: John said they are working very hard on Wolf Road to get it ready for oil and chipping. They started at Westview Drive and are going down to Schiermeier Road. Corby praised the public works department for the good shape Wolf Road is in.

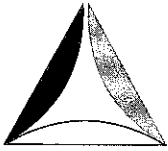
C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 6:08 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

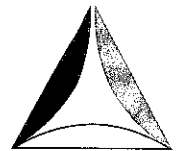


FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

Freeburg Emergency Management Agency

ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

#14 SOUTHGATE CENTER
FREEBURG, IL 62243



DIRECTOR:
[618] 539-3764

TFT 06/21/2010

Report for June 21, 2010 *sk*

Note : Coordinator Kramer was on vacation from June 12th @ 6 AM and returned for ESDA responses on June 17th at 5 PM.

The ESDA was activated for severe weather alerts during this reporting period as follows:

JUNE 13th:

Severe Thunderstorm Watch issued from 12:22 PM until 7 PM. No severe Warnings were issued during this period and the local office was secured by PJ Gale at 1:30 PM.

June 12th:

Severe Thunderstorm Watch issued by SPC from 1:35 PM and valid until 7:00 PM. While there were NO warnings issued during this Watch alert period, new ESDA communications member David Antry, ARES member WD9HBA as 11 ARES members in the County were advising of very intense thunderstorms throughout the County & the National Weather Service Skywarn station activated from the NWS office when NWS was "concerned" about a "weak" rotating storm moving across St. Clair Co. from Mildstadt to Lebanon. Again, no report of damage from the storms in the County and there were NO Warning Alerts. Freeburg ESDA EOC active during this period and secured at 7:23 PM.

Telephone call made from ESDA Comm. member to Coord. during the beginning of the Watch Alert to confirm response and office computer data access to WeatherTap radar data.

June 14th:

The Storm Prediction Center issued a Severe Thunderstorm Watch for the area from 2:20 PM and valid until 10:00 PM. ESDA Sec. Laura McGarry performed the communications contact, less ARES, and there were NO warnings issued for the area during this Watch alert.

June 15th:

The St. Louis office of the National Weather Service (NWS) issued a Severe Thunderstorm Warning at 2:12 PM and valid until 3:00 PM. This Warning followed a Storm Prediction Center issuing a Severe Thunderstorm Watch for the area from 12:30 PM - 9 PM. The NWS Warning was issued based on reports of quarter size diameter hail and winds in excess of 60 mph located near LeMay,

Mo., and moving NE @ 35 mph & another severe thunderstorm cell was over E. St. Louis, Ill. and moving NE @ 35 mph. ESDA personnel responding to this warning included Laura M., Joy Robinson PJ Gale, and Janet Baechle as St. Paul's UCC shelter was activated.

At 2:20 PM - 3:15 PM a Second Severe Thunderstorm Warning was issued for the area as NWS radar indicated a line of severe thunderstorms, capable of producing quarter size diameter hail and winds in excess of 60 MPH extending from Carpenter to Lebanon, Illinois to New Design and moving East @ 35 mph. The Freeburg ESDA community storm shelter of St. Paul's UCC remained in operation with the same shelter managers.

At 2:28 PM and valid until 3:30 PM the NWS office in St. Louis issued a TORNADO WARNING for the Eastern portion of St. Clair County, Ill. and the radar indicated strong circulating severe thunderstorm was located just to the Northeast of Lebanon, Ill. and moving East at 15 mph. ESDA Secretary Laura M. made a cell phone call to Coordinator Kramer to "confirm" the EOP for activating the outdoor tornado sirens for tornados East of the Freeburg area and continuing to move East of the area. I confirmed our Emergency Ops Plan section that states if a Tornado is reported NE, East, ESE, or SSE of Freeburg and was continuing to move in that direction, AWAY from Freeburg, there was no need to activate the outdoor warning sirens. I confirmed with the ESDA Sec. Laura M. that the Shelter managers were still in place for the duration of the warning.

June 18th:

The NWS in St. Louis issued a Severe Thunderstorm Warning from 6:13 PM and valid until 6:50 PM as radar indicated a severe thunderstorm cell near Columbia, Ill. and it was producing quarter size diameter hail and was moving NE @ 50 MPH. Coord. Kramer activated the ESDA office communications and shelters at St. Paul's UCC and the Freeburg High School were activated by ESDA members David Antry, Gary & Sharon Lautz, Janet Baechle, and Mike Blaies. The ESDA office established ARES communications via "Skywarn" VHF communications with Belleville, Marissa, Mascoutah, and O'Fallon-via Coord. Kramer's ARS WA9TZL ARES.

No severe weather was experienced in the area during this warning

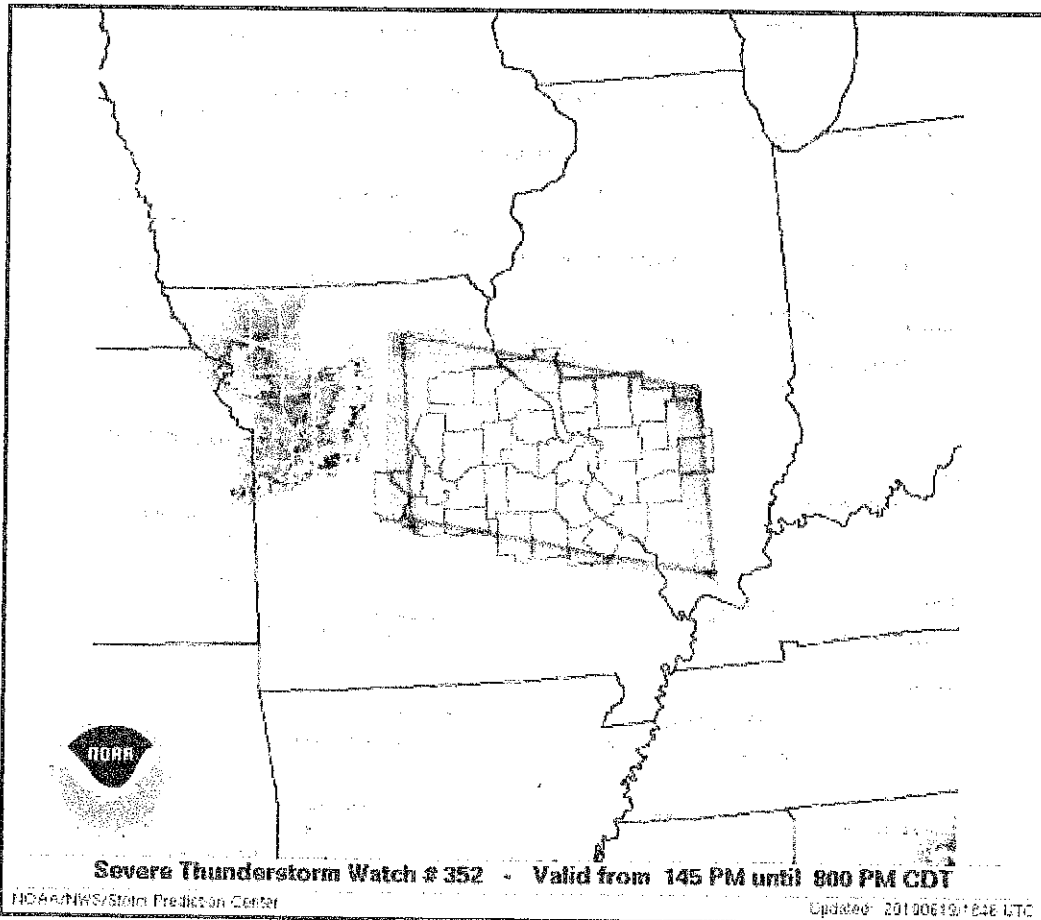
June 19th:

The Storm Prediction Center issued a Severe Thunderstorm Watch, #352, valid from 1:45 PM to 8:00 PM. Coord. Kramer and new ESDA member, Comm. ARES David Antry activated the local ESDA office communications with County EMA, County ARES, local PD, and swimming pool operators. No severe weather occurred, office placed in "standby".

Severe Thunderstorm Watch 352

< Previous WW Next WW >

Public (Test) | Counties | Probabilities | Aviation | Warnings | Initial RADAR | Related MD



Hazard Likelihood	Tomadoes Low	EF2+ Tomadoes Very Low	Severe Wind Moderate	65 kt+ Wind Moderate	Severe Hail Moderate	2"+ Hail Low
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Note: The expiration time in the watch graphic is amended if the watch is replaced, cancelled or extended.

Note: Click for Watch Status Reports.

SEL2

URGENT - IMMEDIATE BROADCAST REQUESTED
 SEVERE THUNDERSTORM WATCH NUMBER 352
 NWS STORM PREDICTION CENTER NORMAN OK
 145 PM CDT SAT JUN 19 2010

THE NWS STORM PREDICTION CENTER HAS ISSUED A
 SEVERE THUNDERSTORM WATCH FOR PORTIONS OF

PARTS OF SOUTHERN ILLINOIS
 PARTS OF EASTERN MISSOURI

EFFECTIVE THIS SATURDAY AFTERNOON AND EVENING FROM 145 PM UNTIL
 800 PM CDT.

HAIL TO 1.5 INCHES IN DIAMETER...THUNDERSTORM WIND GUSTS TO 70
 MPH...AND DANGEROUS LIGHTNING ARE POSSIBLE IN THESE AREAS.