

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

July 8, 2013

NOTICE MEETING OF THE ELECTRIC COMMITTEE (Blaies/Smith/Niebruegge)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, July 10, 2013, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

I. Items to be Discussed

A. Old Business

1. Approval of June 12, 2013 minutes
2. Franchise Fee (Ameren)
3. HAPS
4. Portable Generator replacement
5. Arc Flash
6. Safety Training
7. Charter Agreement
8. Wiegmann's project/Grade school project
9. Shed
10. Spreadsheet of agreements
11. Risk assessment conducted by insurance company
12. Doors at old power plant
13. Landmark Dividend
14. High sulfur fuel issue
15. Transformer Bids/Surplus Transformers
16. Prairie State Tour
17. LED Lighting
18. Head lineman position

B. New Business

1. Proposals for Repairs to 412 W. High

C. General Concerns

D. Public Participation

E. Adjourn

At said Electric Committee Meeting, the Village 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)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c) (1)]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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ELECTRIC COMMITTEE MEETING
Wednesday, July 10, 2013 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, July 12, 2013 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith (absent), Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of June 12, 2013 Minutes: Trustee Elizabeth Niebruegge motioned to approve the June 12, 2013 minutes with corrections and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): John said we've changed the heading of this item to, "Acquiring Ameren Customers," and reviewed the list of potential customers. We will get a letter out to everyone to gauge their interest in signing either a pre-annexation or annexation agreement and hooking up to our electric system.
3. HAPS/High sulfur fuel: We are waiting on the permit. John said Attorney Driver and Verbal from BHM&G are working on the high sulfur fuel issue. John would like to pass on the maintenance reporting onto the head lineman.
4. Portable Generator Replacement: John said Craig at Burr Oak has the motor running on the unit. It will not be able to be used as a portable generator. We will have to set it permanently at the West plant. Craig should have that work done by the next committee meeting. We need to put money in the budget for the purchase of a portable generator.
5. Arc Flash Study: John said we still need to paint the doors and order new motors on the exhaust fans.
6. Safety Training: John said the next training session is scheduled for September. We don't train over the summer months because we are too busy. Administrator Funderburg has applied for a grant for AED devices in the public works vehicles.
7. Charter Agreement: Tony provided a copy of the current contract we are negotiating with Charter. There are two issues that need to be worked out. The first issue is the language concerning use of the streets and dedicated easements on page two of the contract. Dennis had some issues with the language on the easements and wanted Charter to incorporate the language in our code but Charter is not agreeable to doing so. John is concerned with the language that stated they would trim trees and he said we need control over that. We don't

want anyone trimming near our facilities. The other issue is the fee Charter charges their customers and they are proposing a 5% fee. Our current fee is 3%. The committee did not want to raise the fee and directed Tony to work on the easement wording issue.

8. Wiegmann's project/Grade School project: John said they delivered the cabinet to Wiegmanns and we are waiting on them before we can start work on phase #2. The grade school project is complete and everything went very smoothly.
9. Shed: The bids for the concrete floor are due in this Friday. We have a couple of things that need to be cleaned up before they can start the floor. Seth reminded the committee we need a 2/3's vote at the board meeting to accept the bid. He wants the payroll on Ragland verified with respect to whether or not they paid prevailing wages on the shed.
10. Spreadsheet of agreements: Julie added the loan from Citizens on the new electric truck. The agreement for CellNet has expired and Julie will check on that.
11. Risk assessment conducted by insurance company: Nothing new.
12. Doors at old power plant: John talked to the guy that will handle this. He will take care of it soon.
13. Landmark Dividend: Tony said this company wants to take over the lease of the cell tower on Mill St. Landmark won't ask for a perpetual lease but the term of the contract is 600 months with a one-time payment of \$87,000 upfront. We have to keep in mind if we move forward with this agreement, we would no longer receive a yearly revenue for budgeting purposes. Tony said the company would be in charge of negotiating with other companies to purchase spots on the tower and we would receive 60% of any money generated by those new agreements. Seth directed this item be moved to the Finance Committee.
14. High sulfur fuel issue: Discussed above. Item will be combined with #3.
15. Transformer bids/Surplus Transformers: John had Clark and Shane check the inventory and we are okay right now. We will need to work on the surplus transformers.
16. Prairie State Tour: The tour is scheduled for August 22nd and John will have Julie copy everyone on the information.
17. LED Lighting: The lighting will be funded by a grant and will provide LED lights to Village Hall and the new shed. We would like to use a portion of the grant money and give it to Professional Metal Works so they can take advantage of the program. The committee agreed to move forward with the project.

18. Head lineman position:

**EXECUTIVE SESSION
6:12 P.M.**

Trustee Elizabeth Niebruegge motioned to enter into Executive Session citing personnel, 5 ILCS 120/2-(c)(1)a and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

**EXECUTIVE SESSION ENDED
6:24 P.M.**

Trustee Elizabeth Niebruegge motioned to end the Executive Session at 6:24 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried. Chairperson Blaies reconvened the Electric Committee meeting at 6:25 p.m.

Trustee Elizabeth Niebruegge motioned to recommend hiring a head lineman at the August 5, 2013 Board Meeting and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS:

1. Proposals for Repairs to 412 W. High: Mayor Speiser asked for a quote to repair the roof at the old power plant. The quote came in at \$5,000 to repair the roof and \$16,000 to replace it. The committee asked John to have the repairs done internally and put money in the budget to replace it next year.

John said BHM&G was out today and conducted the annual URGE testing. We do this in order to continue receiving generation credits from IMEA. Units 8, 9, 10, 11 and 12 were tested and everything went very well.

John advised the committee he installed a LED light in the streetlight at Peabody Road and N. State Street. He put a meter on it to see how much electric this new light will use.

John said we recently met with IMEA and they informed us that we are the only community that has units in cold storage. Those units include 1, 2, 3, 4 and 7. John said we could move them to a non-emergency status. We would have to spend some money in maintenance to test the units to insure they run correctly. They do run but they don't provide enough credits or kilowatts. John is hesitant to do this and said Ron probably had a good reason why he didn't do this but he doesn't know what that reason is. Elizabeth will try to talk to Ron and see why he had the units in cold storage.

Seth brought up the ordinance that had been passed years ago providing a lower electric rate to a group of customers that had annexed into the Village. Seth said IMEA advised him that this was illegal. Seth will talk to Attorney Manion to see what we need to do about this.

Tony said if we receive any phone calls about a company wanting to provide electric service to a resident, please get their contact information and give it to him. IMEA would like to have that information.

C. **GENERAL CONCERNS:** None.

D. **PUBLIC PARTICIPATION:** None.

E. **ADJOURN:** *Trustee Elizabeth Niebruegge motioned to adjourn at 6:40 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

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ELECTRIC COMMITTEE MEETING
Wednesday, June 12, 2013 at 6:30 p.m.

The meeting of the Electric Committee was called to order at 7:30 p.m. on Wednesday, June 12, 2013 at the North Power Plant by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Trustee Matt Trout (8:10 p.m.), Trustee Dean Pruett, Trustee Ray Matchett (7:50 p.m.), Mayor Seth Speiser, Village Clerk Jerry Menard (7:43 p.m.), Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of May 8, 2013 Minutes: Trustee Elizabeth Niebruegge motioned to approve the May 8, 2013 minutes with corrections and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): John wants to review the list before we send out the letters to the residents that could be switched over.
3. HAPS: We are waiting on the permit. John said Attorney Driver is working on the fuel issue. We did find our ticket from 2000 which showed the delivery of high sulfur fuel. John said when we have now have fuel delivered, we are taking samples of it. Trustee Pruett said you can't get high sulfur fuel anymore.
4. Portable Generator Replacement: John said Craig at Burr Oak is still working on the one where we would use the fuel tank for the lagoon. Craig is looking into the cost to make it portable again. Mike asked John to have Craig move that project up in priority.
5. Arc Flash Study: John said we still need to paint the doors.
6. Safety Training: The trenching/shoring competent person training class was very good. We have additional training scheduled for September, October and November.
7. Digger truck/demo: Treasurer Vogel is working on the financing. Item can be taken off the agenda.
8. Charter Agreement: Tony will contact them to see what is going on.
9. Wiegmann's project/Grade School project: John said we are waiting on the control panel to be installed at Wiegmanns. The grade school is in full swing with their project.

10. Shed: We went out for bid on the concrete floor but did not like the bid specifications. We would like to re-bid the concrete floor. If we have a 2/3's vote of the board, we don't have to re-advertise it and we would just send it to the contractors that submitted a bid the first time. Ehret completed the plumbing rough-in. BHM&G will be out next week to work on the electric plans.

Trustee Elizabeth Niebruegge motioned to recommend to the full Board we re-bid the concrete floor for the shed only to the contractors who submitted bids the first time and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

11. Spreadsheet of agreements: Julie will add the new electric truck on the spreadsheet once the financing has been finalized.
12. Risk assessment conducted by insurance company: John said he will have to review what has been done with this. John would like to assign this to the new head lineman.
13. Combustion turbine: item can be taken off the agenda.
14. Doors at old power plant: Thermo Door will get them done. John said it's not a top priority right now.
15. Landmark Dividend: Tony will contact them.
16. High sulfur fuel issue: Discussed above.
17. Transformer bids/Surplus Transformers: John said American Dakota is the company that is going to test and take the old transformers.

B. NEW BUSINESS:

1. Prairie State Tour: John passed out registration forms for the tour on August 22nd. Several trustees on attending.
2. Resolution for IMEA Director: Julie will correct the heading.

Trustee Steve Smith motioned to recommend Resolution 13-08 naming John Tolan as Director for IMEA and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.

3. LED Lighting: Tony has a meeting scheduled with Nu-Way Lighting which has proposed replacing our fluorescent lights with LED lights in Village Hall and the old power plant and shed. We may have enough money left over from the IMEA funding to offer that to Professional Metal Works. We would like to use future grant money to start replacing the streetlights in town.

Seth said we are trying to work on getting grants and has Tony talking to as many people as he can. We may not qualify for them but it will get our name out there.

John said we received two applications for head lineman and would like to interview them next week. Any trustee from the Electric Committee is welcome to sit in on the interviews.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Steve Smith motioned to adjourn at 8:36 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

FRANCHISE AGREEMENT

This Franchise Agreement (“ Franchise”) is between the Village of Freeburg, Illinois, hereinafter referred to as the “Grantor” and Charter Communications Entertainment I, LLC locally known as Charter Communications, hereinafter referred to as the “Grantee.”

“WHEREAS the Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.”

“WHEREAS the parties have determined that any previously adopted Cable Regulatory Code is no longer applicable to this renewed franchise.”

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and the FCC user fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.

g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 15. This Franchise will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee’s request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

5. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

6. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

7. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least forty (40) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.
- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation
- c. Grantee shall provide Basic Cable Service and one free outlet to each of the following public facilities located within two hundred (200) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: Village Hall, Fire Department, Police Department and public schools. No

monthly service fee shall be charged for such outlet. Grantee shall provide Basic Cable Service to new construction hereafter for similar public facilities; provided they are within two hundred (200) feet of the existing service lines of Grantee.

8. **Consumer Protection.** Grantee shall comply with the customer service and privacy protection provisions pursuant to 220 ILCS 5/22-501 (Article XXII of the Illinois Public Utilities Act).

9. **Insurance/Indemnity.**

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

10. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

11. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

12. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it

shall deny access to any of Grantee's books and records marked confidential to any person.

13. Notices, Miscellaneous.

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Mayor
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Attention: Vice President/GM
Charter Communications
941 Charter Commons Drive
Town & Country, MO 63107

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Vice President of Government Affairs

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

- 14. Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. Franchise Fee.

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year.
- c. The Grantor and Grantee shall comply with the auditing provisions established pursuant to 65 ILCS 5/11-42-11.05.

16. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, _____ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

17. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties

Considered and approved this ____ day of _____, 2013

Village of Freeburg

Signature: _____

Name/Title _____

Accepted this ____ day of _____, 2013, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC d/b/a Charter Communication

Signature: _____

Name/Title: _____

Date: _____



June 24, 2013

Tony Funderberg
Village of Freeburg
14 Southgate Ctr
Freeburg, IL 62243-1541
USA

RE: Option Agreement – Lease Assignment Purchase

Landmark Dividend LLC ("Landmark") is pleased to offer you the following proposal. Landmark has completed an initial analysis of the lease(s) and associated revenue for 1 lease(s) located on property owned by you (the "Premises") and identified in **Exhibit A** (the "Lease(s)"). Based on this preliminary analysis, Landmark will provide **\$87,747.00** for a 600 month assignment of your interest in and to the Lease(s) and associated rent revenue. The parties agree that in the event Landmark is able to negotiate an increase in the currently scheduled Rent, Seller and Landmark shall split such increase 60/40 (60% to Seller). Landmark further agrees to share any future rent from new carriers 60/40 (60% to Seller) who may require additional space outside of the ground lease.

By signing below, you grant Landmark an option to complete the contemplated transaction and purchase from you the landlord interest in the Leases. Landmark may exercise the option granted herein at any time within 90 calendar days of the date of full execution of this letter and receipt of necessary due diligence items.

You acknowledge that a \$100 non-refundable cash deposit by Landmark and Landmark's commitment to expend time, effort and expense to evaluate this transaction are good, valuable and sufficient consideration for the option granted herein. You agree to cooperate fully with Landmark in connection with its evaluation of this transaction. You shall not, directly or indirectly, (a) offer the Leases or the Premises for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Leases or Premises to any other person; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Leases.

This letter is intended as and shall be a legally binding commitment. In the event of a breach of this letter agreement, Landmark shall, in addition to its other rights and remedies, be entitled to compensation for its time, effort and expense to evaluate this transaction and, in any action to enforce this letter agreement, to recovery of its reasonable attorneys' fees.

Your signature below will indicate your agreement to the foregoing and will provide authorization for Landmark to proceed with the evaluation of this transaction and completion of its due diligence including but not limited to verification with the tenants of the accuracy of the due diligence items.

We look forward to working with you on this transaction. Should you have any questions, please feel free to contact me at any time.

AGREED TO AND ACCEPTED AS INDICATED BELOW AS OF THE _____ DAY OF _____, _____

LANDMARK DIVIDEND LLC

Village of Freeburg

Tony Funderberg

Exhibit A

Tenant/ Carrier	Term Purchased	Current Rent	Rent Frequency	Escalation Rate	Escalation Frequency	Date of Next Escalation
AT&T Mobility	600 Months	\$661.25	Monthly	15.00 %	Term	January 17, 2014



Landmark Dividend's Lease Appraisal Factors

The following reasons, as discussed below, are considered by Landmark when determining the lump sum value of a lease:

1. **Tenant Credit Risk**
2. **Landlord Credit Risk**
3. **Termination Risk**
4. **Technology Obsolescence Risk**
5. **Consolidation/Merger Risk**
6. **Liquidity Risk**
7. **Entitlement Risk**
8. **Lease Terms & Conditions Valuation**

1. Tenant Credit Risk

The foundation by which Landmark determines the value of a wireless lease is the credit of the tenant. Most times this is the current interest rate of the tenant's long term bond, S&P and/or Moody's rating.

2. Landlord Credit Risk

In light of the highest foreclosure and bankruptcy rates observed in decades, Landmark must first and foremost consider the financial risk of its partner who will remain with the property once the transaction has been completed. If a landlord were to file for bankruptcy or allow his property to be foreclosed upon after a Landmark transaction, it would create a costly legal battle for Landmark to protect and retain its income stream. Also, if a landlord were to sell her property and fail to notify the buyer of the Landmark transaction during the process, it could cause another costly legal situation. Landmark highly considers the personal credit of individual landlords, profit and loss of businesses and how leveraged with debt (mortgages) the property is when evaluating a purchase offer.

3. Termination Risk

Landmark inspects the lease very carefully for the tenant's termination rights. The "Termination" section of the lease outlines the rights of the parties to terminate the lease. In most cases, this paragraph heavily favors the tenant. To banks, lenders and other sources of capital, the tenant's right to terminate sets the term. The potential risk of tenant early termination is something we must factor into our appraisal of the lease. 99% of all wireless leases have rigid cancellation rights (usually within 90 days notice for any reason whatsoever). The tenant does this in order to protect themselves in the event a massive technology change, a merger consolidation occurs, or varied other reasons related to necessary network changes required, or potential changes, due to economical geographic population shifts of their subscribers. Our investors have unfortunately suffered losses due to each of the above.

4. Technology Obsolescence Risk

This is associated with a technology such as cellular, towers, equipment, antenna or the network technology becoming outdated, old-fashioned or obsolete. Technology changes quickly and regularly. The only thing certain about technology is it is dynamic and always improving. There are several initiatives in development that could cause large change to the need for existing cellular sites. A few of those in the news have been Distributed Antennae Systems (DAS) and Satellite/Terrestrial hybrid networks (decreasing the need worldwide of land-based cell sites). Also, there is always the uncertainty of the unknown technology that hasn't even been developed, but could radically change the face of wireless at some point in the near future. Remember how large cellular phones were a decade ago and how much more expensive they were to operate compared to today. Like cellular handsets, cellular networks follow the same technology development cycle.

5. Consolidation/Merger Risk

This measures the risk of potential, future mergers of wireless carriers. Mergers such as the ones we've seen over the last 7 years from Cingular Wireless and AT&T Wireless, and Sprint PCS and Nextel Communications, caused massive consolidation of their network of cellular sites. This forced a reduction of cell sites all across the country as overlap was discovered. Many cellular landlords lost their income stream virtually overnight. This risk is still evident today as carriers struggle to meet profitability causing them to look at mergers to survive the challenging economy. Carriers such as Sprint/Nextel, T-Mobile, Metro PCS, Alltel, Cricket, Pocket and others have future merger potential.

6. Liquidity Risk

A company's bonds are usually traded less actively than their stock. Their lease agreements typically are not traded much if at all. There currently is no significant market for them to be traded on. Therefore, the capital markets assess a liquidity premium to their investment yield requirement.

7. Entitlement Risk

Embodied in the right of a Jurisdiction to revoke a carrier's license to transmit a signal or occupy a certain space rendering the site valueless and likely terminated early.

8. Lease Terms & Conditions Valuation

Landmark reads every lease to understand the terms and conditions that were agreed upon at the start of the lease. While cellular leases have their inherent similarities, there are many times marked differences in the specific language contained that either will add or take value away from our appraisal. We look at many factors in the language in the lease such as the rental stream, rent escalations (raises) and how often, how many additional rental terms beyond the initial, insurance coverage by the tenant, the termination language itself, site access rights, remedies and cures of defaults, size of the premises, removal rights of equipment at the end of term, right of first refusals (ROFRs) and if there is any specially-modified language that is not consistent within cellular leases, among other factors.

Chris Hearn
VP of Acquisitions
314-616-4077

Nu-Way Lighting Company, Inc.

June 18, 2013

Page 1 of 2

The Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Dear Mayor Seth Speiser,

Nu-Way Lighting has now completed your new building lighting upgrade proposal for you to review.

We are providing 26 new indoor fixtures and 6 new outdoor fixtures as per scope of work to be completed.

There will be an added cost of \$179.70 to include 3 new exit sign combo units to be mounted over each walk in door as the exit signs did not qualify for a rebate.

Nu-Way Lighting looks forward to providing a quality energy saving lighting upgrade for the Village of Freeburg.

Sincerely,
Brett Small, President

129 N. 2nd Street PO Box 203 Dupo IL 62239
Tel.: (618) 286-3407 (800) 642-3748 Fax: (618) 286-4433

NU-Way ESCO
 129 N. 2nd St.
 Dupo, IL 62239

Customer: Village of Freeburg

Lighting Project Turnkey Sell Price

Date: 6/18/2013

Sell Price	Calculated Savings	Payback Years	Projected Rebate	Net Sell Price	Payback After Rebate
\$ 3,859	\$ 1,246	3.10	2,890	\$ 969	0.78

Cost Estimate		Existing Lamp Qty	Existing Type	Retrofit Unit Lamp Qty	Retrofit Type	Total Lamp Qty	Total
14	2	1x8 2L HO	4	8' T8	56		
12	2	1x8 2L HO	4	8' T8	48		
3	1	150W	1	38W LED	3		
3	1	400 W	1	250W PSMH	3		
Total						\$ 3,859	

All rebates and incentives are estimated

Nu-Way Lighting Company, Inc.

June 17, 2013

PAGE 1 of 4

Professional Metal Works
#9 Industrial Drive
Freeburg, IL 62243

Dear Mr. Dennis J. Kaiser,
I have completed two separate energy saving lighting upgrade proposals for you to review on your existing building and the new building.

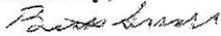
NU-Way Lighting's proposal includes the lighting audit, grant writing to secure IMEA rebates, summary of savings, scope of work to be completed, all material, all labor, recycling of all HID fixtures.

Our proposal does not include a 2-4 day rental lift, if needed.

Nu-Way Lighting looks forward to providing a quality turn-key energy saving lighting upgrade project for Professional Metal Works.

Please give me a call to discuss your lighting upgrade project.

Sincerely,



Brett Small, President

129 N. 2nd Street PO Box 203 Dupo IL 62239
Tel.: (618) 286-3407 (800) 642-3748 Fax: (618) 286-4433

Nu-Way Lighting Company, Inc.

EXISTING BUILDING:

42 MH FIXTURES (VERSES) 42-6 LAMP T8 HIGHBAY FIXTURES

\$8,604.00 TOTAL COST
5,972.00 IMEA REBATE
2,632.00 NET COST

\$2,463.00 SAVING PER YEAR
1.07 RETURN ON INVESTMENT

NEW BUILDING:

24 NEW -6 LAMP T8 HIGHBAY FIXTURES

\$4,504.00 TOTAL COST
1,183.00 IMEA REBATE
3,321.00 NET COST

\$1,065.00 SAVING PER YEAR
3.12 RETURN ON INVESTMENT

COMBINED SUMMARY

\$13,108.00 TOTAL COST
7,155.00 IMEA REBATE
5,953.00 NET COST

\$3,528.00 SAVING PER YEAR
2.095 RETURN ON INVESTMENT

129 N. 2nd Street PO Box 203 Dupu IL 62239
Tel.: (618) 286-3407 (800) 642-3748 Fax: (618) 286-4433

NU-Way ESCO
 129 N. 2nd St.
 Dupo, IL 62239

Customer: Professional Metal Works

Lighting Project Turnkey Sell Price

Date: 6/13/2013

Sell Price	Calculated Savings	Payback Years	Projected Rebate	Net Sell Price	Payback After Rebate
\$ 8,604	\$ 2,463	3.49	5,972	\$ 2,632	1.07

Cost Estimate					
QTY	Existing Lamp Qty	Existing Type	Retrofit Unit Lamp Qty	Retrofit Type	Total Lamp Qty
42	1	400 W	64	T8 HBF	252
Total					\$ 8,604

All rebates and incentives are estimated

Tony Funderburg

From: Brett Small
Sent: Tuesday, June 18, 2013 12:52 PM
To: tfunderburg@freeburg.com
Subject: PDF Document Scan0041.pdf
Attachments: Scan0041.pdf

Dear Tony,

I have completed the summary of saving to include the rebate amount IMEA will pay you to complete the new building lighting upgrade project.

I have also included the completed summary of savings and more for the Professional Metal Works to include an IMEA rebate incentive of \$7,155.00 to complete both the existing building and the new building he has. You have the option to give all or a portion of this IMEA funding.

Please see attachments.

At this point we can complete the material order when you are ready for the new building lighting needs but we need to wait to get the ICECF funding pre-approved for all of your other buildings by Sept 2013 as we get approval to move forward by the city at this point.

Please let me know if you need anything else.

Thank you,

Brett Small

Tony Funderburg

From: Brett Small
Sent: Tuesday, June 18, 2013 1:26 PM
To: tfunderburg@freeburg.com
Subject: PDF Document Scan0042.pdf
Attachments: Scan0042.pdf

Tony,

I forgot to include the new building summary of savings information for Professional Metal Works.

See attachment.

Other IMEA members in the past have award the full incentive amount or a partial incentive amount of the qualified funding portion as the choice is up to each city on what they give in funding.

Brett

NU-Way ESCO
129 N. 2nd St.
Dupo, IL 62239

Customer: Professional Metal Works

Lighting Project Turnkey Sell Price

Date: 6/13/2013

Sell Price	Calculated Savings	Payback Years	Projected Rebate	Net Sell Price	Payback After Rebate
\$ 4,504	\$ 1,065	4.23	1,183	\$ 3,321	3.12

Cost Estimate

QTY	Existing Lamp Qty	Existing Type	Retrofit Lamp Qty	Retrofit Type	Total Lamp Qty	Total
24	1	400 W	6	4' T8 HBF	144	
Total						\$ 4,504

All rebates and incentives are estimated

PROPOSAL

1306031

HIMSTEDT ROOFING INC.

2 COMMERCE DR.
P.O. BOX 37
FREEBURG, ILLINOIS 62243

PHONE: (618) 234-3001
FAX: (618) 539-9971

TO: Village Of Freeburg
Attn: Tony Funderburg
14 Southgate Center
Freeburg IL 62243

PHONE	DATE
	06/27/13
JOB NAME / LOCATION	
Remove Steel Roof, Then Install Steel Panels on Maintenance Shed Located at 412 W. High St.	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

We propose to:

Remove steel roof and haul away all resulting debris...

Install 28 gauge steel panels, universal ridge and outside corners with washered screws...

Any necessary wood replacement to be completed on a cost basis.

This estimate is subject to change due to fluctuating costs of necessary materials.

We are licensed by the State of Illinois and are fully insured and bonded as required by Illinois law.

We guarantee a professional installation.

We are not responsible for any potential loss of satellite signal or damage to satellite equipment.

Should you have any questions or if we can be of service, please call.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

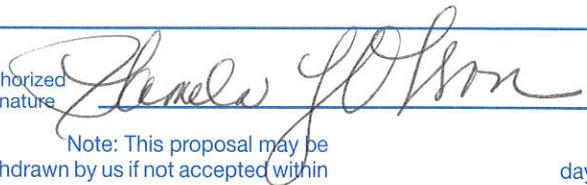
~~Sixteen Thousand and 00/100 Dollars~~ dollars (\$) ~~16,000.00~~)

Payment to be made as follows:

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

PROPOSAL

1306031

HIMSTEDT ROOFING INC.
2 COMMERCE DR.
P.O. BOX 37
FREEBURG, ILLINOIS 62243

PHONE: (618) 234-3001
FAX: (618) 539-9971

TO: Village Of Freeburg
Attn: Tony Funderburg
14 Southgate Center
Freeburg IL 62243

PHONE	DATE
	06/27/13
JOB NAME / LOCATION	
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We Propose hereby to furnish material and labor— complete in accordance with the above specifications, for the sum of:

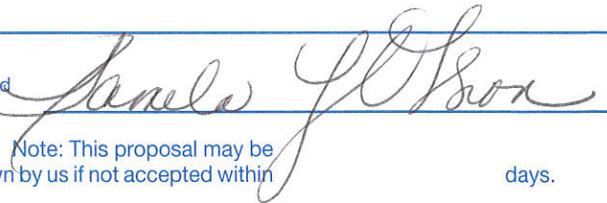
Sixteen Thousand and 00/100 Dollars dollars (\$) 16,000.00).

Payment to be made as follows:

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

PROPOSAL

1306030

HIMSTEDT ROOFING INC.

2 COMMERCE DR.
P.O. BOX 37
FREEBURG, ILLINOIS 62243

PHONE: (618) 234-3001

FAX: (618) 539-9971

TO: Village Of Freeburg
Attn: Tony Funderburg
14 Southgate Center
Freeburg IL 62243

PHONE	DATE
	06/27/13
JOB NAME / LOCATION	
Repairs to Maintenance Shed, Located at 412 W. High St.	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

We propose to:
Inspect entire roof of maintenance shed...
Remove loose and raised lead head nails and replace with washered screws...
Service roof...

Any necessary wood replacement to be completed on a cost basis.

This estimate is subject to change due to fluctuating costs of necessary materials.

We are licensed by the State of Illinois and are fully insured and bonded as required by Illinois law.

We guarantee a professional installation.

We are not responsible for any potential loss of satellite signal or damage to satellite equipment.

Should you have any questions or if we can be of service, please call.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

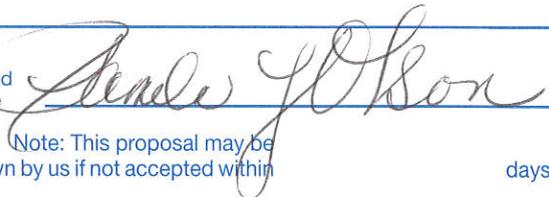
Five Thousand and 00/100 Dollars dollars (\$) 5,000.00)

Payment to be made as follows:

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

PROPOSAL

1306030

HIMSTEDT ROOFING INC.
2 COMMERCE DR.
P.O. BOX 37
FREEBURG, ILLINOIS 62243

PHONE: (618) 234-3001
FAX: (618) 539-9971

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Attn: Tony Funderburg
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JOB NAME / LOCATION	
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We propose to:
Inspect entire roof of maintenance shed...
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Service roof...

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This estimate is subject to change due to fluctuating costs of necessary materials.

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We guarantee a professional installation.

We are not responsible for any potential loss of satellite signal or damage to satellite equipment.

Should you have any questions or if we can be of service, please call.

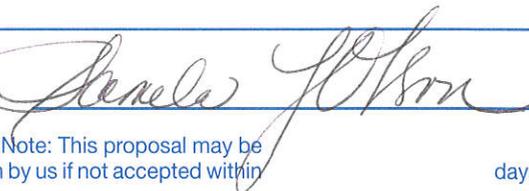
We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
Five Thousand and 00/100 Dollars dollars (\$) 5,000.00).

Payment to be made as follows:

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Agreements In Effect

Agreement	Term	Payments *Figures as of 2/10/12
Ameren Gas Franchise Ameren pays in August	8/15/2011 - 8/15/2021	2012: \$14,985 2013: \$12,475 2014: \$ 9,965 2015: \$7,455 2016-21: \$4,950
American Tower request to negotiate lease	Purchase price of \$86,000; perpetual easement	1/18/99 - 1/17/19 \$6,900 (thru 2010) \$7,935 (thru 2015) \$9,125 (thru 2019)
AT&T Land Line Contract	3 year term expires 12/23/2015	None, discount received on monthly bill
Charter - cable franchise	1/18/99 - 1/17/19; being negotiated	3% of gross revenue (\$18,000/yr)
Charter Pole Rental Agreement	\$5.00 per pole/800 poles	\$4,000.00 yearly
C.J. Schlosser & Company (audit)	3/31/11 - 3/31/13	\$9,050 (2011) \$9,300 (2012) \$9,550 (2013)
CellNet - Ameren/Landis & Gyr (Pole Meter Agreement)	6/6/11 - 6/5/13	\$480 yealy pole rental + utility cost
Citizens Bank	1/9/12 - 1/9/15	3 annual payments of \$12,864.59 beginning on 1/9/13 for 2011 Case backhoe
Citizens Bank	2013 Electric truck (\$225,618 loan, that includes \$20,000 downpayment)	7 year loan \$36,464 annual payments, first payment 2014
Citizens Bank	Sewer machine loan (\$46,000)	two payments of \$24,216.71
Clean Uniform	3/1/12 - 2/28/18	Public works uniform agreement
IDOT Traffic Signal Master Agr.	7/1/11 - 6/30/21	No payments to us
IEPA - Wastewater Project L17-1760	Total due \$618,589.02; paid \$334,827.30 to date.	\$283,761.72 owed to be paid off in 18 semi annual payments of \$15,764.54 on 10/21/20
IEPA - Drinking Water L17-1284	Total due \$140,179.80; paid \$86,656.35 to date.	\$53,523.45 owed to be paid off in 15 semi annual payments of \$3,568.23 on 3/1/19
IEPA - Wastewater Project L	Haven't received paperwork yet	Approximately \$38,000 in yearly payments; don't have repayment schedule yet
KDL/Windstream (fiber through town)	6/6/11 - 6/5/16	Invoiced yearly \$10 pole/50 poles - \$500.00
North Power Plant Bond Issue	Refinanced \$4,780,000; have paid \$303,995.17 as of 12/12	\$440,000 paid yearly (principal & interest); ends December, 2025

Agreements In Effect

Real Estate Tax Abatements	Tax year 2011 Tax year 2014 Tax year 2022	\$2,982.13 \$1410.75 \$226.67
Swimming Pool Bonds	\$550,000 - 15 year term	\$50,000 per year through 2026
TIF Bonds	\$2,050,000	Approximately \$170,000 annual debt service, ends 2028
TIF Notes related to the First Amendment to the TIF Agreement	Expires 12/31/2028 or sooner if notes are paid off	\$365,692.60 - relocation costs; \$248,062.00 - traffic light
Waste Management	5 year agreement 9/1/11 - 8/31/16	9/1/11-8/31/12 = \$9.45; 9/1/12-8/31/13 = \$9.75; 9/1/13 - 8/31/14 = \$9.95 9/1/14 - 8/31/15 = \$10.25 9/1/15 - 8/31/16 = \$10.50