

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

August 8, 2011

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

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, August 10, 2011, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

I. Items to be Discussed

A. Old Business

1. Approval of July 13, 2011 minutes
2. Switchover of Ameren to Freeburg power
3. Village of Freeburg utility needs analysis
4. Franchise Fee (Ameren)
5. Highway lighting
6. HAPS
7. Portable Generator repair and replacement
8. Fuel Cost Adjustment
9. Ameren Automated Metering
10. Arc Flash Study
11. Spill containment/Wiegmann's expansion
12. Chubb Insurance Inspection
13. Kentucky Data Link Request
14. HD Supply Safety Audit
15. Traffic Light at Market Place
16. Digger truck/Demo
17. American Tower Request
18. Spreadsheet of agreements
19. Policy on backup generators

B. New Business

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) a.]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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ELECTRIC COMMITTEE MEETING
Wednesday, August 10, 2011 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, August 10, 2011 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 13, 2011 minutes: Trustee Ray Matchett motioned to approve the July 13, 2011 minutes and Chairperson Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Switchover of Ameren to Freeburg power: John said we still have to take care of Mueth's garage and the nursing home parking lot lights.
3. Village Utility Needs Analysis: The proposed ordinance was attached for the 10-year gas franchise agreement with Ameren. Steve questioned the language in Section 8 where it states once the contract expires, it continues on a year-to-year basis. He thought we should consider a month-to-month agreement. The committee discussed this and felt the year-to-year extension was fine. Steve also questioned under Section 14 if we wanted the option of a utility tax. Dennis said this section is talking about charges for infrastructure. Dennis is unsure if we can assess a franchise fee for gas as it is probably governed by state statute. He did send an email to Breese and they are doing basically the same agreement as we are with Ameren.
4. Franchise Fee (Ameren): Nothing new.
5. Highway lighting: Nothing new.
6. HAPS: John said BHM&G was out last week fitting the units with blankets. Dennis said we received a FOIA request from one of the guys that worked out there on behalf of BHM&G. Dennis said we have a fixed contract price for the project with BHM&G and haven't had any contact from that guy since.
7. Portable Generator Repair and Replacement: John will follow up with Ron on this. Dennis checked with St. Clair Service and we are receiving pure diesel from them.
8. Fuel Cost Adjustment: Dennis said we had to replace the meter and will need a couple more months of readings to see what we should be billing for the security lights. John said we received the map from BHM&G that has each streetlight's location.
9. Ameren Automated Metering: John said we are about halfway done but have been working on the football field. Once that work is done, we'll get back on this project.

10. Arc Flash Study: BHM&G is working on this but we haven't seen any results of their study.
11. Spill containment/Wiegmann: Dennis met with Roger Skaer and two other representatives of Hubbell along with Dean Park. He said they were pretty receptive to our ideas. Once they walked the area and saw the existing infrastructure, Dennis said we won't have a lot of work to get this done. Hubbell will have to build an enclosure and also build a box on the side of the wall to get rid of the weather heads. Dennis also checked with IMEA and as long as we have the work done by the end of next year, we will receive the \$30,000 grant. Dennis said Hubbell is very happy we are addressing the safety concerns.
12. Chubb Insurance Inspection: T&R was out, tested and fixed the transformers. We have not received a bill for the work.
13. Kentucky Data Link/Windstream Request: John said the work is about 90% complete.
14. HD Supply Safety Audit: John said we have received almost all of the safety equipment from HD. He still wants to come up with written procedures that the guys would have to read and sign off on. We will ask HD Supply to help write the procedure since they conducted the training on the safety equipment.
15. Traffic Light at Market Place: Dennis hasn't contacted IDOT about removal of the light. A copy of Koppeis' response is included in the packet. Obviously, he does not agree with our stance of not intending to pay the bill or maintain the light. Dennis said we are stuck with this and has already placed the bill in line for payment. Item can be taken off the agenda.
16. Digger truck/demo: John said we are waiting on the demo truck and has a list of projects to work on when we receive it. A new truck would cost around \$150,000.
17. American Tower Request: American Tower has offered the Village \$86,000 for the purchase of the cell tower with a perpetual easement request. Dennis sent an email to them asking if they would consider less than a perpetual easement and also if they would offer a share of future revenues. When he hears back from the representative, he will invite him to an upcoming committee meeting. Dennis said Mayor Danford is not in favor of selling it.
18. Spreadsheet of agreements: Steve asked if another column could be added to the spreadsheet that would list any liability to the Village. Others to add include the MEGSI, FSH, IMEA and Salt Dome agreements. Steve asked for this list to be incorporated with the 3- to 5-year plan.
19. Policy on backup generators: Dennis asked IMEA for information on this. They forwarded information from other municipalities and he will review it in more detail. At the present time, we will require anyone with a backup generator to come in and apply for a service upgrade and the county will inspect the work.

John asked about the costs that should be billed to the Jr. Midget football team for the electric work done on their field. Dennis will prepare a letter to John Davinroy on it. John has talked to the grade school about eliminating all of the electric poles behind them. He would like the whole area underground and cleaned up. He would also like to take the pole mounted transformer lying on the ground and replace it with a pad mounted transformer. He suggested enclosing the current transformer with some fencing over the top of it to make it safe. John talked

to the guys about hiring an apprentice lineman and they thought it was a good idea. John thinks it would be tough to get a lineman in here with our pay scale. John suggested we send a request to IMEA. He told the committee the lineman certification test will be held on 10/18 and will send the information to Julie to get Tim signed up. The committee wanted to advertise for the lineman position. Steve asked John if he had updated the 3- to 5-year plan and John has not.

B. NEW BUSINESS: Steve talked to Dennis Kaiser of Professional Metal Works and he wants to move forward with purchasing the lot currently held by Philips Kiln. Dennis Kaiser wants to know if there are any concessions that might be offered. Dennis said Shane or Clark should go out and see what would be needed to run electric to the new building. John thinks it should only be offered for outside work. Dennis will call Kaiser and set up a meeting. Philips Kiln has requested their money back and Dennis will call the attorney have closing documents prepared and the closing scheduled.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if we had gone to Ritchie's auctions to check on the trucks and Dennis said the inventory changes daily. Mike said maybe when we are closer to purchasing a vehicle we might check it out. John said he doesn't want any old trucks for the electric department.

E. ADJOURN: *Trustee Steve Smith motioned to adjourn at 6:40 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

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ELECTRIC COMMITTEE MEETING
Wednesday, July 13, 2011 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, July 13, 2011 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith (absent), Trustee Ray Matchett, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 20, 2011 minutes: Trustee Ray Matchett motioned to approve the June 20, 2011 minutes and Chairperson Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Switchover of Ameren to Freeburg power: John said we still have to take care of Mueth's garage and the nursing home parking lot lights.
3. Village Utility Needs Analysis: Dennis provided a copy of the proposed 10-year franchise agreement. If we go from a 20-year agreement to a 10-year agreement, we would lose about \$4,130.00 over the 10-year period. Dennis believes it is wiser for us to go with the 10-year agreement since it will give future boards the flexibility to be able to provide gas to residents sooner rather than later. John agreed that it was better not to be locked into a 20-year agreement. The committee agreed to wait until next month in order to have Steve's input.
4. Replacement of old power plant doors: The doors are installed and item can be taken off the agenda.
5. Franchise Fee (Ameren): Nothing new.
6. Highway lighting: Nothing new.
7. HAPS: John said BHM&G did some work on the controls when the URGE tests were done.
8. Portable Generator Repair and Replacement: Ron had contacted Cat to obtain quotes for both new and used generators. John was told by Don Gauch that the diesel is not pure diesel but contains some biodiesel fuel. Dennis will check the most recent invoice from St. Clair Service Company to see if that is the case.
9. Fuel Cost Adjustment: Dennis calculated the numbers from December - June for a 250 watt streetlight and the cost was \$13.00. With respect to the security lights, he calculated a cost of \$5.46 for December - January and \$5.92 for January - February. We charge the resident \$6.00 per month for a security light and it's obvious we need to increase our fee in order to recover our maintenance costs. Dennis would like to review the numbers with Ron prior to making any recommendation on whether or not the Village should absorb the costs of the streetlights.

10. Ameren Automated Metering: John said we need to send a bill to CellNet and also need to get our portion of the work started.
11. Arc Flash Study: Nothing new.
12. Sale of scrap material: Item can be taken off the agenda.
13. Spill containment/Wiegmann: Dennis is trying to schedule a meeting with Roger Skaer and Dean Park on either July 28th or July 29th. John said we are working on the new service to accommodate Wiegmann's expansion.
14. Chubb Insurance Inspection: Dennis said moisture has gotten in the oil. Ron has received quotes ranging from \$17,000 to \$20,000 to fix the transformers which would include an analysis of how the moisture got into the transformers. Dennis said we have no real option. The transformers need to be fixed.
15. Kentucky Data Link/Windstream Request: We received the check today and will start work shortly.
16. HD Supply Safety Audit: John said we received the grounding system for the trucks and he would like to come up with written procedures that the guys would have to read and sign off on. We will ask HD Supply to help write the procedure since they conducted the training on the safety equipment.
17. URGE Testing: The urge testing went well. We had a slight problem with Unit #6 in that the valve hung open. Bob and Tim repaired the problem quickly so that we did not lose any IMEA generation credits. Item can be taken off the agenda.
18. Traffic Light at Market Place: Dennis said we did receive a bill from IDOT in the amount of \$350 for maintenance to this light. He forwarded this bill along with a letter to Koppeis advising him we don't intend to pay the bill or maintain the light. He has not heard back from him.

B. NEW BUSINESS:

1. Request for Tree Removal: John looked at the area by 103 Lake Drive and stated the dead tree is close to the lines but our lines are not in any danger right now. Dennis said it's been our policy not to remove dead trees from private property. It is the landowner's responsibility to do that. We will trim limbs that are in the power lines.

John looked at Hake's property on Cherry Street. There is a big tree in the process of being cut down and the homeowner wanted to make sure our lines wouldn't be damaged. John will monitor this to make sure everything goes smoothly.

C. GENERAL CONCERNS: John asked if we were still good to go on the digger truck and Dennis said it is in the budget but he would like to wait until the end of the year to see if we can afford it. John said he would like to look at getting a demo truck out and use it on some different projects to see if it would work out. Dennis didn't see a problem with this as long as we are not committed to buying anything. The committee agreed to the request.

The current owner of the cell tower (American Tower) sent a letter requesting we contact them to discuss their request to purchase the lease. Dennis said they offered \$86,000 under a perpetual agreement. Dennis will call them back to discuss.

Mike requested the spreadsheet of agreements and Julie will work on that.

We have a resident installing a backup generator and Dennis said we need something in our ordinance so our guys can make sure the automatic transfer switch is set up correctly so it can't backfeed into our system. Dennis will write something up for next month's committee meeting.

D. PUBLIC PARTICIPATION: None.

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



Julie Polson
Office Manager

ORDINANCE _____

EXTENDING THE AUTHORIZATION TO

Ameren Illinois Company
d/b/a **Ameren Illinois**

ITS SUCCESSORS AND ASSIGNS

TO CONSTRUCT, OPERATE AND MAINTAIN
A GAS UTILITY SYSTEM

IN THE

Village of Freeburg

COUNTY OF ST. CLAIR

AND

STATE OF ILLINOIS

ORDINANCE NO. _

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 10 YEARS TO AMEREN, ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE A GAS UTILITY SYSTEM IN THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR AND STATE OF ILLINOIS

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

SECTION 1. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Ameren Illinois, its successors and assigns, to construct, operate and maintain a gas utility system within the Village as originally authorized by Ordinance No. 382 approved on March 1, 1960. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of gas energy and other purposes within the Village for the benefit of its citizens and residents as well as other consumers of gas energy located within its corporate limits.

SECTION 2. There is hereby given and granted to Ameren Illinois, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the Village of Freeburg (hereinafter referred to as "Municipality"), a gas utility system for the transmission, distribution and/or sale of gas energy and other purposes (the "System"), together with the right, privilege and authority to lay, erect, construct, install, operate and/or maintain all necessary mains, pipes, valves, equipment and/or other apparatus as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places.

SECTION 3. All mains, pipes, valves and apparatus shall, so far as practicable, be placed underground and shall be so located and laid as not to interfere with any pipes, conduits, sewers, drains, pavements or other public improvements existing at the time of such location, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof. There shall be no unnecessary obstruction to the streets, avenues, alleys and public places of said Municipality in the laying, installation, operation or maintenance of any of said mains, pipes, valves or apparatus. All facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

When any street, avenue or other public place shall be graded, curbed, paved or otherwise changed so as to make the resetting or relocation of any pipes or other equipment placed or installed under this Ordinance necessary, the Company shall make such resetting or relocation at the Company's cost and expense. Municipality shall provide the Company with a suitable location for the resetting or relocation of such pipes or other equipment, and the Company's obligation shall be limited to resetting or relocating pipes or other equipment of the same type and configuration as the displaced pipes or other equipment. Company shall make such resetting or relocation within a reasonable time after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location.

SECTION 4. The rates to be charged by the Company for gas service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois

applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 5. As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish Municipality compensation in the amount of \$14,985, payable within 30 days of the acceptance of this ordinance by the Municipality. In subsequent years, payment will be made within 30 days of the anniversary date of the ordinance on the following graduated scale: Year 2 - \$12,475; Year 3 - \$9,965; Year 4 - \$7,455; and Year 5 and all remaining years - \$4,950.

SECTION 6. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 7. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the Village Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 8. All rights, privileges and authority given and granted by this Ordinance are granted for a term of 10 years from and after the acceptance of this Ordinance as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

SECTION 9. The Municipality acknowledges that Company is vested in rights, permission and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, under, along, over and across each and all of such vacated premises which are at that time in use by the Company.

SECTION 10. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 11. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its facilities. Except in cases of emergency, prior to engaging in any excavation activity that is expected to create an obstruction or other hazardous condition in any street avenue, alley or public place, the Company shall notify Municipality of the location and extent of the planned excavation. In cases of emergency, Company shall notify Municipality of the location and extent of any such activity as soon as practicable after the emergency has been abated.

SECTION 12. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 13. If at any time during the term of this contract, Municipality permits another entity or person to provide gas distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms or conditions, then Company shall notify Municipality of such treatment, terms or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms or conditions, then Municipality shall notify Company of such treatment, terms or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms or conditions.

SECTION 14. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all mains, pipes, valves, equipment and other apparatus placed under the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

SECTION 15. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the Village Clerk according to the terms prescribed herein. This Ordinance shall be in full force from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS ____ DAY OF _____, 2011.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Approved this day of _____, 2011

ATTEST:

Jerry Lynn Menard, Village Clerk

Raymond S. Danford, Village President

Approval as to Legal Form:

Village Attorney

A C C E P T A N C E

Ameren Illinois, Company of the rights and privileges granted by Ordinance No. _____ of the Village of Freeburg, Illinois, passed _____, A.D. 2011, approved _____, A.D. 2011, and entitled "An Ordinance Extending the Authorization to Company, its Successors and Assigns, to Construct, Operate and Maintain a Utility System in the Village of Freeburg, County of St. Clair and State of Illinois," hereby accepts said Ordinance and all provisions thereof.

In Witness Whereof, Ameren Illinois, Company as aforesaid has caused these presents to be signed by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed this _____ day of _____, A.D. 2011.

Ameren Illinois

By _____
Scott Cisel
President

(Corporate Seal)

Attest:

Assistant Secretary

Freeburg Development Corporation

1000 Columbia Centre Drive
Columbia, Illinois 62236
Telephone: 618-281-3400
Facsimile: 618-281-7911

July 19, 2011

RECEIVED

JUL 20 2011

Mr. Dennis R. Herzing, P.E.
Village Administrator
Village of Freeburg
Freeburg Municipal Center
14 Southgate Center
Freeburg, Illinois 62243

RE: Freeburg Market Place
Traffic Signal

Dennis:

After checking with IDOT and various municipalities, I found your request to pay the invoice from Electrico, Inc. for LED replacement on the traffic signal is very unusual and we disagree.

Sincerely,



Joe Koppeis

JK/lm



AMERICAN TOWER®
CORPORATION

RECEIVED

JUL 11 2011

July 5, 2011

VILLAGE OF FREEBURG IL
14 SOUTHGATE CTR
FREEBURG, IL 62243

Re: Site #304122/FREEBURG, IL

Dear Valued Landlord:

Over the last several years, an increasing number of landlords have contacted American Tower (ATC) regarding a "lease buy-out" or the possibility of ATC purchasing the tower site. We have attributed this increase to (a) an increase in the number of third-party companies seeking to acquire leases and (b) the subsequent increase in pricing and creativity of these offers. In response to this new competitive landscape, American Tower is pleased to present what we believe to be our most aggressive buy-out offer to date. American Tower would like to present the following conditional offer:

Purchase Price: \$86,000

Property Interest: Perpetual Easement of American Tower site #304122 consisting of the existing leased area plus access and utility easements

If you are interested in discussing this offer or have any other questions pertaining to lease buy-outs, please give us a call at the number below. **American Tower wants to hear from you!**

Direct Office Line--781-926-4515

Toll Free--1-866-586-9377 (Option 1) and ask to speak with Ben Myers

Best Regards,

Benjamin S. Myers

Land Management

American Tower Corporation

10 Presidential Way

Woburn MA 01801

Office: 781-926-4515

ben.myers@americantower.com

****PLEASE NOTE:** This offer is conditional and subject to change or withdrawal without notice depending on further review of certain information, including, but not limited to, the ground lease, any amendments to such lease, and obtaining a satisfactory title report.

Agreements In Effect

Agreement	Term	Payments	
AT&T Cell Tower			
Request from American Tower 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)	
CellNet - Ameren/Landis & Gyr (Pole Meter Agreement)	6/6/11 - 6/5/13	\$480 yealy pole rental + utility cost	
Ameren Gas Franchise	2011 - 2021	2012: \$14,985 2013: \$12,475 2014: \$ 9,965 2015: \$7,455 2016-21: \$4,950	
Charter - cable franchise	1/18/99 - 1/17/19; being negotiated	3% of gross revenue (\$18,000/yr)	
IDOT Traffic Signal Master Agr.	7/1/11 - 6/30/21	No payments to us	
KDL/Windstream (fiber through town)	6/6/11 - 6/5/16		\$10/pole per year; list of poles being compiled/invoiced in February of each yr.