REGULAR BOARD MEETING AGENDA – FEBRUARY 21, 2017 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
   4 – 1. February 6, 2017 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer's Report – Treasurer's Reports for 7/31/16, 8/31/16 and 9/30/16 – **Exhibit B**
7. Attorney's Report –
8. ESDA Report – ESDA Report for February 21, 2016 – **Exhibit C**
9. Public Participation
10. Reports and Correspondence –
    10 – 1. Zoning Administrator's Report – **Exhibit D**
    10 – 2. Haier Plumbing Contractor's Pay Request No. 3 in the amount of $153,029.70 – **Exhibit E**
11. Recommendations of Boards and Commissions – None
12. Contracts, Releases, Agreements and Annexations – See Resolutions
13. Bids – None
14. Resolutions –
    14 – 1. Resolution #17-01: A Resolution Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Jerry Kesler on Behalf of Freeburg Auto Body and RV, Inc. – **Exhibit F**
    14 – 2. Resolution #17-02: A Resolution Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Scott Weber on Behalf of Mick's Auto and Tire, Inc. – **Exhibit G**
    14 – 3. Resolution #17-03: A Resolution Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Kevin Sandheinrich and Jeffrey Sandheinrich on Behalf of Sandheinrich Brothers, Inc. – **Exhibit H**
    14 – 4. Resolution #17-04: A Resolution Authorizing the Village to Enter into and the Village Administrator to Accept a First Supplemental Permanent Utility Easement Agreement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich on Behalf of Sandheinrich Brothers - **Exhibit I**
    14 – 5. Resolution #17-05: A Resolution Authorizing the Village to Purchase and the Village President to Accept a Permanent Utility Easement from Michael Crowe – **Exhibit J**
    14 – 6. Resolution #17-06: A Resolution Authorizing the Village to Purchase and the Village President to Accept a Permanent Utility Easement from David Threlkeld – **Exhibit K**
15. Ordinances –
    15 – 1. Ordinance #1621: An Ordinance Annexing Certain Territory to the Village of Freeburg (Dotson Property) – **Exhibit L**
    15 – 2. Ordinance #1622: An Ordinance Authorizing the Village to Enter into and the Mayor to Execute an Agreement between the Village and AH Realty Advisors for Professional Services – **Exhibit M**
    15 – 3. Ordinance #1623: An Ordinance Authorizing the Sale of Lot 8 of the Industrial Drive to BDT Realty at a Purchase Price of $47,000 – **Exhibit N**
16. Old Business –
17. New Business – None.
18. Appointments – None.
19. Committee Meeting Minutes/Recommendations
    19 – 1. Electric Committee Meeting – Wednesday, January 11, 2017 – 5:30 p.m. – **Exhibit O**
        19 – 1a. Recommend Shane Krauss' Request to Cash in 100 Hours of Comp Time
    19 – 2. Water/Sewer Committee Meeting – Wednesday, January 11, 2017 – 5:45 p.m. – **Exhibit P**
        19 – 2a. Recommend Approval of Sewer Easement Extension Agreement from Sandheinrich Brothers, Inc. – see Item 14-4 above
        19 – 2b. Recommend Approval of Yearly ITRON Maintenance Agreement in the amount of $2,829.34

19 – 3. Streets Committee Meeting – Wednesday, January 11, 2017 – 6:00 p.m. – **Exhibit Q**

19 – 3a. Recommend Hire of Returning Lifeguards: Haley Alt, Schuyler Czech, Emily Dircks, Lily Dircks, Ashley Gilmore, Ian Hahn, Natalie Huskey, Katherine Peters, Collin Pierce, Haley Rouse, Connor Stein, Erica Wangelin and Luke Worley; Managers Scott Schulz, Darren Pierce and Tanner Ross; and New Lifeguards Allison Etter, Jamie Hock, Courtney Mehner and Corrine Weber

19 – 3b. Recommend Scott Pensoneau be moved from probation to full-time status

20. Upcoming Meetings

20 – 1. Legal/Ordinance Committee Meeting – Wednesday, February 22, 2017 – 5:30 p.m.

20 – 2. Finance Committee Meeting – Wednesday, February 22, 2017 – 5:45 p.m.

20 – 3. Personnel/Police Committee Meeting – Wednesday, February 22, 2017 – 6:00 p.m.

20 – 4. Board Meeting – Monday, March 6, 2017 – 7:30 p.m.

21. Village President's and Trustees' Comments

22. Staff Comments

23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2).

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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

EXHIBIT A

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

FREEBURG REGULAR BOARD MEETING MONDAY, FEBRUARY 6, 2017 @ 7:30 P.M. BOARD MEETING MINUTES

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, February 6, 2017 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Denise Albers – here; Trustee Mathew (Matt) Trout – here; Trustee Bert (Dean) Pruett – here; Trustee Ramon (Ray) Matchett, Jr. – here; Trustee Elizabeth (Lisa) Meehling – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Speiser announced there is a quorum. Trustee James (Mike) Blaies – here; enter the meeting at 7:32.

EXHIBIT A:
Mayor Speiser stated, we have the minutes of the previous meeting of January 17, 2017.
Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Tuesday, January 17, 2017 with corrections and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.

EXHIBIT B:
FINANCE:
Trustee Matchett stated, we held a Finance Committee Meeting on Wednesday, January 25, 2017 at 5:45 p.m.
The following item or items were talked about or discussed.

1. Review of Board Lists: Trustee Matchett stated, we Reviewed the Board Lists.

2. Review of Investments: Trustee Matchett stated, we looked over the Review of Investments, and we have several CD's to be renewed in March.

3. Income Statement: Trustee Matchett said, we looked over the Income Statement.

OLD BUSINESS:
1. Newsletter: Trustee Matchett stated, Administrator Funderburg advised us the program we used to create the newsletter was very old and we are going to update it. We are going to send all the information to Tom at the Freeburg Tribune and let him build it.

2. FY 2016 Audit/Contract: Trustee Matchett stated, we are ready to go out for bid. We did asked for one year to three bids on the contract.

NEW BUSINESS:

TREASURER'S REPORT: None.

ATTORNEY'S REPORT: Attorney Brian Manion said, he would like to thank everyone for all the good years here in Freeburg working as the village attorney. Brian said, he will be taking a job with Scott Air Force as their Federal Attorney starting February 21st. Brian said, he has made a lot of good friends here and he is going to miss not being here at our board meetings. He will be sure to come back for visits.

EXHIBIT C:
ESDA REPORT: ESDA Coordinator Gene Kramer updated us on his ESDA Report.

PUBLIC PARTICIPATION: Mayor Speiser called for Public Participation.

1. Janet Baechle thanked Village Attorney Brian Manion for a great job he has done for the village and he will be missed. And thank you for putting up with her over the years. Janet said, she would also like to thank Mr. Kramer for talking to the Women's Club last week at their meeting.

REPORTS AND CORRESPONDENCE:

EXHIBIT D:

1. Zoning Administrator's Report: Mayor Speiser said, next we have our Zoning Administrator's Report. Mayor Speiser said, Are there any questions for the Zoning Administrator Henning? Hearing none we will move on.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.
CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.
BIDS: None.
RESOLUTIONS: None.

EXHIBIT E:
ORDINANCE: Mayor Speiser stated, we have Ordinance #1619. An Ordinance of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Enter Into and the Mayor to Execute a Contract Between the Village of Freeburg, Illinois Police Department and St. Clair County, Illinois for Coordinated Communication Services.

Trustee Mathew Trout motioned to adopt Ordinance #1619 by title only and Trustee Elizabeth Meehling seconded the motion. **ROLL CALL:** Trustee Mathew Trout – aye; Trustee Elizabeth Meehling – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

EXHIBIT F:
ORDINANCE: Mayor Speiser stated, we have Ordinance #1620. An Ordinance Authorizing the Real Estate Exchange Agreement Between Jennifer Phillips F/K/A Jennifer Marie Kilcullen, Jennifer M. Phillips and John H. Phillips, Trustees Under the Indenture of Trust of Jennifer M. Phillips, Dated May 23, 2003, William Kalert, Mary Ann Kilcullen, Elizabeth Hummel, and the Village of Freeburg, Illinois for the Village to Exchange Tracts of Land to Clear Title to Shady Lane in Order to Provide Maintenance to Shady Lane.

Trustee Denise Albers motioned to adopt Ordinance #1620 by title only and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Denise Albers – aye; Trustee Mathew Trout – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee James Blaies – aye; Trustee Elizabeth Meehling – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

OLD BUSINESS: None.

NEW BUSINESS: None.

EXHIBIT G:
APPOINTMENTS: Mayor Speiser stated next we have the Combined Planning and Zoning Board Appointments.

Trustee Elizabeth Meehling motioned to accept the appointed position of Rita Green for a one year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee James Blaies – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Elizabeth Meehling motioned to accept the appointed position of Steve Woodward for a two year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Elizabeth Meehling motioned to accept the appointed position of Lee Smith for a three year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Elizabeth Meehling motioned to accept the appointed position of Kevin Groth for a four year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Elizabeth Meehling motioned to accept the appointed position of Mike Heap for a six year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Elizabeth Meehling motioned to accept the appointed position of Gary Mack for a seven year term on the Combined Planning and Zoning Board and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Elizabeth Meehling – aye; Trustee Mathew Trout – aye; Trustee James Blaies – aye; Trustee Denise Albers – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

COMMITTEE MEETING REPORTS:

EXHIBIT H:
Legal/Ordinance Committee Meeting:
The following item or items were talked about or discussed:

Trustee Elizabeth (Lisa) Meehling called the meeting of Legal/Ordinance to order at 5:30 p.m. on Wednesday, January 25, 2017.

OLD BUSIENSS:
1. Zoning Report/Nuisance Properties: Trustee Meehling stated, court date for Mr. Pearson was canceled for February 19th, he sold his house 5 days prior to the court date. The person who purchased the home is planning on moving in and getting it cleaned up. Zoning Administrator Gary Henning stated he has talked to Mr. Brown several times and let him know he has until the end of March to clean up his property. Trustee Meehling stated, Gary has spoken to Mr. Stout and he has until the end of March to take care of all of the cars on his property. Zoning Administrator Henning has talked to Mr. Mark Merchant regarding his property and he has until August to complete this.

NEW BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS 120/2(c)(1): Trustee Meehling state, we held an Executive Session to Discuss Personnel. Trustee Meehling said, we found out that Bryan was leaving us.

EXHIBIT G:
Personnel/Police Committee Meeting:

The following item or items were talked about or discussed:

Trustee Mathew (Matt) Trout called the meeting of Personnel/Police to order at 6:07 p.m. on Wednesday, January 25, 2017.

OLD BUSIENSS:

1. Part-time Police Hire: Trustee Trout stated, Chief Donald has received only 3 applications for part-time police officers for hire. We will place an ad in the News Democrat.

2. Police Department Expansion: Trustee Trout said, we did discussed the expansion for the Police Department. We table this issue until next committee meeting until we get a little more information for us.

NEW BUSINESS:

1. Executive Session to Discuss Litigation, 5 ILCS 120/2-(c)(11): Trustee Trout stated, we want into Executive Session to discussed litigation.

2. Ordinance #1619 An Ordinance Authorizing the Village to Enter Into and the Mayor to Execute the St. Clair County Coordinated services Contract: We talked about Ordinance 1619 and this ordinance was passed tonight on the agenda under Ordinances.

Trustee Trout said, we discussed that all of our departments are going create a log to track overtime and comp time for all of the village employees. Administrator Funderburg will get that out to the department managers, and it will be reviewed on a monthly basis in this committee.

PERSONNEL:

OLD BUSINESS: None.

NEW BUSINESS:

1. Entry Level Engineer or Project Manager Hire: Trustee Trout said, we had a long discussion on adding a position some sort of engineer or project manager, due to some big projects we have coming up.

Upcoming Meetings:

Electric Committee Meeting – Wednesday, February 15, 2017 – 5:30 p.m.
Water/Sewer Committee Meeting – Wednesday, February 15, 2017 – 5:45 p.m.
Streets Committee Meeting – Wednesday, February 15, 2017 - 6:00 p.m.
CLOSED IN OBSERVANCE OF PRESIDENT DAY – Monday, February 20, 2017.
Board Meeting – Tuesday, February 21, 2017 – 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

Trustee Denise Albers – She would like to thank Brian for everything he has done for the village. She would like to wish him the best on his new job at Scott Air Base.

Trustee Elizabeth (Lisa) Meehling – She said, same here also. Thank you Brian for your dedication and commitment has been amazing. You have guide us though a lot of situation and things over the years. We will miss you.

Trustee Mathew (Matt) Trout – Thank you Brian and good luck. Don't forget about Freeburg, come see us sometime soon. Also the Chamber Casino Night sign-up sheet, which is in the back room in the hall way. We are trying not to make it such a dry event this year, so the more the merrier.

Village Clerk Jerry Menard – She said, am not going to say too much, for she will get to emotional. Not only have you been a great attorney for this village, you have been a good friend to us all. And she loves your wife and baby and she going to miss them too. Brian she wishes you the best of luck at your new job.

Trustee James (Mike) Blaies – Good luck Brian, we will miss you. He would like to congratulate the new appointees to the Combined Planning and Zoning Board.

Trustee Raymond (Ray) Matchett, Jr. – He thanked Brian for a great job and he would like to thank Brian's wife for putting up with the late hours for us. Congratulations to the new appointees to the Combined Planning and Zoning Board

Trustee Bert (Dean) Pruett – Same thing here. Congratulations Brian, maybe you will get to see your family more now. Congratulations Kevin and Mike, and all of the new appointees who are not here tonight to the Combined Planning & Zoning Board.

STAFF COMMENTS:

Village Administrator Tony Funderburg – Congratulations Brian and best of luck with your new job at Scott.

Public Works Director John Tolan – He would like to thank Brian he has brought us though a lot and we appreciated what you have done for us.

Zoning Administrator Gary Henning – He would like to thank Brian for everything he has done for the village. We will be missed big time, also we will miss little Ace. He would like to welcome the new Combined Planning and Zoning Board.

ESDA Coordinator Gene Kramer – He would just like to give us heads up for the weather that is coming between 5:00 a.m.to 9:00 a.m. He would like to congratulate Brian on his new job, also the new Combined Planning and Zoning Board.

ADJOURNMENT:
Mayor Speiser called for a motion to adjourn the meeting.

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

Jerry Lynn Menard
Village Clerk

EXHIBIT B

VILLAGE OF FREEBURG
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS
7/31/16

Taxes & Miscellaneous Receipts

Sales Tax - Apr. '16	$32,050.22	
Replacement Tax	1,013.39	
Local Use Tax	8,564.93	
Road & Bridge Tax	35,494.63	
Telecommunications Tax	9,060.54	
Motor Fuel Tax	6,206.08	
Audit Tax	2,988.67	
ESDA Tax	890.77	
IMRF	53,134.58	
Licenses & Fees	9,128.56	
Garbage Fund & Penalties	19,013.60	
Water Sales & Penalties	68,081.74	
Sewer Charges & Penalties	37,871.20	
Electric Sales & Penalties	379,067.93	
Tap-on Fees, Connection Charges & Supplies	8,007.04	
Electric Franchise Fee	18,836.74	
St. Clair County Property Taxes	56,525.61	
St. Clair County Traffic Fines	2,889.38	
Police Protection Tax	20,949.24	
Police Canine Funds	10,676.00	
Swimming Pool Income	15,578.75	
Swimming Pool Tax Levy	19,972.12	
TIF Debt Service Funds	78,192.25	
Discounts	12.62	
		$894,206.59
Total		

Interest

Regions - Cash Management Account	585.22	
Interest Earned on Water, Sewer & Electric Funds	10,843.96	
MFT Interest Income	552.27	
Swimming Pool Interest Income	0.48	
Bond Interest Income	12.40	
Interest Income	107.19	
TIF Interest Income	75.45	
Insurance Surplus Interest Income	3.81	
		12,180.78
Total		
		$906,387.37

TOTAL RECEIPTS

Bryan A. Vogel

Bryan A. Vogel

Village Treasurer

VILLAGE OF FREEBURG
2016-2017 FISCAL YEAR RECEIPTS
7/31/2016

Month	Income Tax	Telecom. Tax	Interest	Sales Tax for Month of	
April	$47,036.27	$8,931.44	$6,570.71	$35,825.61	January
May	27,230.77	8,757.81	3,458.78	31,128.04	February
June	101,522.96	9,316.58	6,127.70	33,778.50	March
July	0.00	9,060.54	12,180.78	32,050.22	April
August					May
September					June
October					July
November					August
December					September
January					October
February					November
March					December
TOTALS	$175,790.00	$36,066.37	$28,337.97	$132,782.37	

Month	MFT	Property Tax	Repl. PP Tax	Franchises
April	$8,226.69	$0.00	$1,153.81	$16,848.36
May	9,908.89	0.00	932.20	16,907.61
June	9,841.00	19,848.42	0.00	16,585.73
July	6,206.08	56,525.61	1,013.39	18,836.74
August				
September				
October				
November				
December				
January				
February				
March				
TOTALS	$34,182.66	$76,374.03	$3,099.40	$69,178.44

Month	Utilities	Use Tax	Fines	Other
April	$455,268.12	$7,341.34	$1,115.03	$39,015.39
May	478,388.11	7,483.29	1,223.35	46,009.61
June	472,065.10	8,793.43	1,674.81	124,045.78
July	504,034.47	8,564.93	2,889.38	255,025.23
August				
September				
October				
November				
December				
January				
February				
March				
TOTALS	$1,909,755.80	$32,182.99	$6,902.57	$464,096.01

VILLAGE OF FREEBURG
CASH-IN-BANKS, CHECKING
7/31/2016

	Regions	CSB	Citizens	IPTIP	Total
General/Salary	$443,743.88		$845,269.14	$17,724.51	$1,306,737.53
Audit	(7,285.41)		3,402.39		(3,883.02)
ESDA	(10,175.87)		(5,306.36)		(15,482.23)
Garbage Disposal Fund	3,284.26	24,913.14	29,493.54		57,690.94
Motor Fuel Tax	0.00		41,530.77	77,849.46	119,380.23
Water Operations	(191,258.30)	10,081.10	(165,983.67)		(347,160.87)
Water Meter Deposits	0.00				0.00
Water Bond Issues			$0.00		0.00
Sewer Operations	73,483.96	1,118.41	(249,411.07)		(174,808.70)
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improveme	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(57,561.38)	10,767.39	802,473.98		755,679.99
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(181,382.83)		(342,169.52)
Totals	$93,444.45	$46,880.04	$1,120,085.89	$95,573.97	$1,355,984.35

VILLAGE OF FREEBURG
CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS
7/31/2016

	Midland	Citizens	Total
General	$20,443.58	$345,992.64	$366,436.22
Motor Fuel Tax	$0.00	$124,000.00	$124,000.00
Water Operations	$0.00	$1,060,666.16	$1,100,666.16
Sewer Operations	$0.00	$0.00	$0.00
Sewer Meter Deposits	$0.00	$0.00	$0.00
Sewer Capital Improvements	$0.00	$496,224.69	$496,224.69
Sewer IEPA Loan	$0.00	$0.00	$0.00
Electric Operations	$0.00	$1,457,187.25	$1,457,187.25
Electric Bond Fund	$0.00	$11,762.20	$11,762.20
Swimming Pool	$0.00	$0.00	$0.00
TOTALS	$20,443.58	$3,495,832.94	$3,516,276.52

VILLAGE OF FREEBURG
CASH IN BANK & INVESTMENTS
7/31/2016

FUND	REGIONS CHECKING	CSB CHECKING	CITIZENS CHECKING	MONEY MARKET & CD'S	IPTIP	PETTY CASH	INVEST. & CASH TOTALS
General	$443,743.88		$845,269.14	$366,436.22	$17,724.51	$400.00	$1,673,573.75
Audit	(7,285.41)		3,402.39				(3,883.02)
ESDA	(10,175.87)		(5,306.36)				(15,482.23)
Garbage Disposal Fund	3,284.26	24,913.14	29,493.54				57,690.94
Motor Fuel Tax	0.00		41,530.77	124,000.00	77,849.46		243,380.23
Water							
Operations	(201,394.30)	8,131.80	(179,459.94)	222,896.10		0.00	(149,826.34)
Depr/Cash Reserve	10,136.00	1,949.30	13,476.27	750,770.06			776,331.63
Bank Transfer Exchange							0.00
Meter Deposits	0.00			87,000.00			87,000.00
Total Water	(191,258.30)	10,081.10	(165,983.67)	1,060,666.16	0.00	0.00	713,505.29
Sewer							
Operations	73,483.96	1,118.41	(249,411.07)	134,656.00		0.00	(40,152.70)
IEPA Loan	0.00			361,568.69			361,568.69
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	73,483.96	1,118.41	(249,411.07)	496,224.69	0.00	0.00	321,415.99
Electric							
Operations	(57,561.38)	10,767.39	802,473.98	1,457,187.25		0.00	2,212,867.24
Electric Bond Fund				11,762.20			11,762.20
Bank Transfer Exchange							
Meter Deposits	0.00			0.00			0.00
Total Electric	(57,561.38)	10,767.39	802,473.98	1,468,949.45	0.00	0.00	2,224,629.44
Swimming Pool	(160,786.69)		(181,382.83)	0.00		215.00	(341,954.52)
TOTAL FUNDS	$93,444.45	$46,880.04	$1,120,085.89	$3,516,276.52	$95,573.97	$615.00	$4,872,875.87

VILLAGE OF FREEBURG
FUND ASSET TOTALS
7/31/16

FUND	ACCOUNTS RECEIVABLES	DUE TO/ FROM	PREPAID ACCOUNTS	FIXED ASSET NET	FUND ASSET TOTALS
General		$38,384.08			$1,711,957.83
Audit					($3,883.02)
ESDA					($15,482.23)
Garbage Disposal Fund	0.00		0.00		$57,690.94
Motor Fuel Tax		0.00			$243,380.23
Water					
Operations	$89,754.26	0.00	$54,572.00	$1,444,222.35	$1,438,722.27
					$776,331.63
Bank Transfer Exchange		1,442.25			$1,442.25
Meter Deposits					$87,000.00
Total Water	89,754.26	1,442.25	54,572.00	1,444,222.35	$2,303,496.15
Sewer					
Operations	51,935.45	0.00	43,464.00	1,876,778.84	$1,932,025.59
IEPA Loan					$361,568.69
Capital Improvements					$0.00
Meter Deposits					$0.00
Bank Transfer Exchange		0.00			$0.00
B&I Reserve 67 Series					$0.00
Total Sewer	51,935.45	0.00	43,464.00	1,876,778.84	$2,293,594.28
Electric					
Operations	475,220.68	3,847.83	169,464.00	6,855,201.94	$9,716,601.69
Electric Bond Fund					$11,762.20
Bank Transfer Exchange		1,239.54			$1,239.54
Meter Deposits		0.00			$0.00
Total Electric	475,220.68	5,087.37	169,464.00	6,855,201.94	$9,729,603.43
Swimming Pool		0.00	0.00	933,214.46	$591,259.94
TOTAL FUNDS	$616,910.39	$44,913.70	$267,500.00	$11,109,417.59	$16,911,617.55

VILLAGE OF FREEBURG
FUND ASSET BALANCES
7/31/2016

	Operational	Restricted	Total
General	$1,711,957.83		$1,711,957.83
Audit	(3,883.02)		(3,883.02)
ESDA	(15,482.23)		(15,482.23)
Garbage Disposal Fund	57,690.94		57,690.94
Motor Fuel Tax	243,380.23		243,380.23
Water Funds			
Operational	1,438,722.27		1,438,722.27
Depr/Cash Reserve	776,331.63		776,331.63
Bank Transfer Exchange	1,442.25		1,442.25
Meter Deposits	0.00	87,000.00	87,000.00
Total Water Funds	2,216,496.15	87,000.00	2,303,496.15
Sewer Funds			
Operational	1,932,025.59		1,932,025.59
Capital Improvements		361,568.69	361,568.69
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	0.00	0.00	0.00
Total Sewer Funds	1,932,025.59	361,568.69	2,293,594.28
Electric Funds			
Operational	9,716,601.69		9,716,601.69
Electric Bond Fund	11,762.20		11,762.20
Bank Transfer Exchange	1,239.54		1,239.54
Meter Deposits		0.00	0.00
Total Electric Funds	9,729,603.43	0.00	9,729,603.43
Swimming Pool	591,259.94	0.00	591,259.94
Total of All Accounts	$16,463,048.86	$448,568.69	16,911,617.55
		Total Prior Month	16,859,758.89
		Increase/(Decrease)	$51,858.66

	ELECTRIC	WATER	SEWER
Current Month	$9,729,603.43	$2,303,496.15	$2,293,594.28
Prior Month	*9,824,320.83*	*2,309,713.88*	*2,298,058.51*
Balance 4/01/2016	9,765,469.73	2,276,424.00	2,379,558.96
Monthly Change	*(94,717.40)*	*(6,217.73)*	*(4,464.23)*
Year to Date Change	**(35,866.30)**	**27,072.15**	**(85,964.68)**

	GENERAL	SWIMMING POOL	MOTOR FUEL TAX
Current Month	1,711,957.83	591,259.94	243,380.23
Prior Month	*1,564,367.63*	*591,181.86*	*238,778.26*
Balance 4/01/2016	1,487,751.27	572,127.99	213,862.38
Monthly Change	*147,590.20*	*78.08*	*4,601.97*
Year to Date Change	**224,206.56**	**19,131.95**	**29,517.85**

	AUDIT & ESDA	GARBAGE DISP.	TOTAL
Current Month	(19,365.25)	57,690.94	*16,911,617.55*
Prior Month	*(22,934.13)*	*56,272.05*	*16,859,758.89*
Balance 4/01/2016	(23,302.02)	50,930.13	*16,722,822.44*
Monthly Change	*3,568.88*	*1,418.89*	*51,858.66*
Year to Date Change	**$3,936.77**	**$6,760.81**	**$188,795.11**

VILLAGE OF FREEBURG
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS
8/31/16

Taxes & Miscellaneous Receipts

Sales Tax - May '16	$32,202.67	
Income Tax	28,387.76	
Replacement Tax	117.98	
Local Use Tax	8,334.30	
Road & Bridge Tax	16,044.53	
Telecommunications Tax	8,987.23	
Motor Fuel Tax	9,961.36	
Audit Tax	1,408.35	
ESDA Tax	419.77	
IMRF	25,038.71	
Licenses & Fees	16,983.95	
Garbage Fund & Penalties	22,881.72	
Water Sales & Penalties	76,120.45	
Sewer Charges & Penalties	40,966.18	
Electric Sales & Penalties	599,750.61	
Tap-on Fees, Connection Charges & Supplies	18,819.86	
Electric Franchise Fee	29,842.70	
St. Clair County Property Taxes	26,636.68	
St. Clair County Traffic Fines	3,501.94	
Police Protection Tax	9,871.94	
Swimming Pool Income	6,480.90	
Swimming Pool Tax Levy	9,411.50	
Swimming Pool County Grant	30,000.00	
TIF Debt Service Funds	54,531.27	
		$1,076,702.36
Total		

Interest

Regions - Cash Management Account	412.87	
Interest Earned on Water, Sewer & Electric Funds	2,896.31	
MFT Interest Income	217.94	
Swimming Pool Interest Income	0.48	
Bond Interest Income	12.40	
TIF Interest Income	85.93	
Insurance Surplus Interest Income	3.82	
		3,629.75
Total		$1,080,332.11

TOTAL RECEIPTS

Bryan A. Vogel
Bryan A. Vogel
Village Treasurer

VILLAGE OF FREEBURG
2016-2017 FISCAL YEAR RECEIPTS
8/31/2016

Month	Income Tax	Telecom. Tax	Interest	Sales Tax for Month of	
April	$47,036.27	$8,931.44	$6,570.71	$35,825.61	January
May	27,230.77	8,757.81	3,458.78	31,128.04	February
June	101,522.96	9,316.58	6,127.70	33,778.50	March
July	0.00	9,060.54	12,180.78	32,050.22	April
August	28,387.76	8,987.23	3,629.75	32,202.67	May
September					June
October					July
November					August
December					September
January					October
February					November
March					December
TOTALS	$204,177.76	$45,053.60	$31,967.72	$164,985.04	

Month	MFT	Property Tax	Repl. PP Tax	Franchises
April	$8,226.69	$0.00	$1,153.81	$16,848.36
May	9,908.89	0.00	932.20	16,907.61
June	9,841.00	19,848.42	0.00	16,585.73
July	6,206.08	56,525.61	1,013.39	18,836.74
August	9,961.36	26,636.68	117.98	29,842.70
September				
October				
November				
December				
January				
February				
March				
TOTALS	$44,144.02	$103,010.71	$3,217.38	$99,021.14

Month	Utilities	Use Tax	Fines	Other
April	$455,268.12	$7,341.34	$1,115.03	$39,015.39
May	478,388.11	7,483.29	1,223.35	46,009.61
June	472,065.10	8,793.43	1,674.81	124,045.78
July	504,034.47	8,564.93	2,889.38	255,025.23
August	739,718.96	8,334.30	3,501.94	189,010.78
September				
October				
November				
December				
January				
February				
March				
TOTALS	$2,649,474.76	$40,517.29	$10,404.51	$653,106.79

VILLAGE OF FREEBURG
CASH-IN-BANKS, CHECKING
8/31/2016

	Regions	CSB	Citizens	IPTIP	Total
General/Salary	$443,743.88		$959,906.88	$17,652.92	$1,421,303.68
Audit	(7,285.41)		4,810.74		(2,474.67)
ESDA	(10,175.87)		(18,190.31)		(28,366.18)
Garbage Disposal Fund	4,253.26	25,117.14	33,643.06		63,013.46
Motor Fuel Tax	0.00		34,700.27	87,838.91	122,539.18
Water Operations	(188,132.58)	10,949.28	(200,692.19)		(377,875.49)
Water Meter Deposits	0.00				0.00
Water Bond Issues			$0.00		0.00
Sewer Operations	75,272.80	1,485.42	(255,321.56)		(178,563.34)
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improveme	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(40,390.40)	16,111.66	952,001.72		927,722.98
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(149,859.81)		(310,646.50)
Totals	$116,498.99	$53,663.50	$1,360,998.80	$105,491.83	$1,636,653.12

VILLAGE OF FREEBURG
CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS
8/31/2016

	Midland	Citizens	Total
General	$20,443.58	$346,262.04	$366,705.62
Motor Fuel Tax	$0.00	$124,000.00	$124,000.00
Water Operations	$0.00	$1,061,331.97	$1,101,331.97
Sewer Operations	$0.00	$0.00	$0.00
Sewer Meter Deposits	$0.00	$0.00	$0.00
Sewer Capital Improvements	$0.00	$496,545.06	$496,545.06
Sewer IEPA Loan	$0.00	$0.00	$0.00
Electric Operations	$0.00	$1,457,187.25	$1,457,187.25
Electric Bond Fund	$0.00	$11,774.60	$11,774.60
Swimming Pool	$0.00	$0.00	$0.00
TOTALS	$20,443.58	$3,497,100.92	$3,517,544.50

VILLAGE OF FREEBURG
CASH IN BANK & INVESTMENTS
8/31/2016

FUND	REGIONS CHECKING	CSB CHECKING	CITIZENS CHECKING	MONEY MARKET & CD'S	IPTIP	PETTY CASH	INVEST. & CASH TOTALS
General	$443,743.88		$959,906.88	$366,705.62	$17,652.92	$400.00	$1,788,409.30
Audit	(7,285.41)		4,810.74				(2,474.67)
ESDA	(10,175.87)		(18,190.31)				(28,366.18)
Garbage Disposal Fund	4,253.26	25,117.14	33,643.06				63,013.46
Motor Fuel Tax	0.00		34,700.27	124,000.00	87,838.91		246,539.18
Water							
Operations	(198,766.86)	8,886.04	(217,776.40)	222,896.10		0.00	(184,761.12)
Depr/Cash Reserve	10,634.28	2,063.24	17,084.21	751,435.87			781,217.60
Bank Transfer Exchange							0.00
Meter Deposits	0.00			87,000.00			87,000.00
Total Water	(188,132.58)	10,949.28	(200,692.19)	1,061,331.97	0.00	0.00	683,456.48
Sewer							
Operations	75,272.80	1,485.42	(255,321.56)	134,656.00		0.00	(43,907.34)
IEPA Loan	0.00			361,889.06			361,889.06
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	75,272.80	1,485.42	(255,321.56)	496,545.06	0.00	0.00	317,981.72
Electric							
Operations	(40,390.40)	16,111.66	952,001.72	1,457,187.25		0.00	2,384,910.23
Electric Bond Fund				11,774.60			11,774.60
Bank Transfer Exchange							
Meter Deposits	0.00			0.00			0.00
Total Electric	(40,390.40)	16,111.66	952,001.72	1,468,961.85	0.00	0.00	2,396,684.83
Swimming Pool	(160,786.69)		(149,859.81)	0.00		215.00	(310,431.50)
TOTAL FUNDS	$116,498.99	$53,663.50	$1,360,998.80	$3,517,544.50	$105,491.83	$615.00	$5,154,812.62

VILLAGE OF FREEBURG
FUND ASSET TOTALS
8/31/16

FUND	ACCOUNTS RECEIVABLES	DUE TO/ FROM	PREPAID ACCOUNTS	FIXED ASSET NET	FUND ASSET TOTALS
General		$40,418.00			$1,828,827.30
Audit					($2,474.67)
ESDA					($28,366.18)
Garbage Disposal Fund	0.00		0.00		$63,013.46
Motor Fuel Tax		0.00			$246,539.18
Water					
Operations	$89,754.26	0.00	$54,572.00	$1,444,222.35	$1,403,787.49
					$781,217.60
Bank Transfer Exchange		1,442.25			$1,442.25
Meter Deposits					$87,000.00
Total Water	89,754.26	1,442.25	54,572.00	1,444,222.35	$2,273,447.34
Sewer					
Operations	51,935.45	0.00	43,464.00	1,876,778.84	$1,928,270.95
IEPA Loan					$361,889.06
Capital Improvements					$0.00
Meter Deposits					$0.00
Bank Transfer Exchange		0.00			$0.00
B&I Reserve 67 Series					$0.00
Total Sewer	51,935.45	0.00	43,464.00	1,876,778.84	$2,290,160.01
Electric					
Operations	475,220.68	3,847.83	169,464.00	6,855,201.94	$9,888,644.68
Electric Bond Fund					$11,774.60
Bank Transfer Exchange		1,239.54			$1,239.54
Meter Deposits		0.00			$0.00
Total Electric	475,220.68	5,087.37	169,464.00	6,855,201.94	$9,901,658.82
Swimming Pool		0.00	0.00	933,214.46	$622,782.96
TOTAL FUNDS	$616,910.39	$46,947.62	$267,500.00	$11,109,417.59	$17,195,588.22

VILLAGE OF FREEBURG
FUND ASSET BALANCES
8/31/2016

	Operational	Restricted	Total
General	$1,828,827.30		$1,828,827.30
Audit	(2,474.67)		(2,474.67)
ESDA	(28,366.18)		(28,366.18)
Garbage Disposal Fund	63,013.46		63,013.46
Motor Fuel Tax	246,539.18		246,539.18
Water Funds			
Operational	1,403,787.49		1,403,787.49
Depr/Cash Reserve	781,217.60		781,217.60
Bank Transfer Exchange	1,442.25		1,442.25
Meter Deposits	0.00	87,000.00	87,000.00
Total Water Funds	2,186,447.34	87,000.00	2,273,447.34
Sewer Funds			
Operational	1,928,270.95		1,928,270.95
Capital Improvements		361,889.06	361,889.06
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	0.00	0.00	0.00
Total Sewer Funds	1,928,270.95	361,889.06	2,290,160.01
Electric Funds			
Operational	9,888,644.68		9,888,644.68
Electric Bond Fund	11,774.60		11,774.60
Bank Transfer Exchange	1,239.54		1,239.54
Meter Deposits		0.00	0.00
Total Electric Funds	9,901,658.82	0.00	9,901,658.82
Swimming Pool	622,782.96	0.00	622,782.96
Total of All Accounts	$16,746,699.16	$448,889.06	17,195,588.22
		Total Prior Month	16,911,617.55
		Increase/(Decrease)	$283,970.67

	ELECTRIC	WATER	SEWER
Current Month	$9,901,658.82	$2,273,447.34	$2,290,160.01
Prior Month	*9,729,603.43*	*2,303,496.15*	*2,293,594.28*
Balance 4/01/2016	9,765,469.73	2,276,424.00	2,379,558.96
Monthly Change	*172,055.39*	*(30,048.81)*	*(3,434.27)*
Year to Date Change	**136,189.09**	**(2,976.66)**	**(89,398.95)**

	GENERAL	SWIMMING POOL	MOTOR FUEL TAX
Current Month	1,828,827.30	622,782.96	246,539.18
Prior Month	*1,711,957.83*	*591,259.94*	*243,380.23*
Balance 4/01/2016	1,487,751.27	572,127.99	213,862.38
Monthly Change	*116,869.47*	*31,523.02*	*3,158.95*
Year to Date Change	**341,076.03**	**50,654.97**	**32,676.80**

	AUDIT & ESDA	GARBAGE DISP.	TOTAL
Current Month	(30,840.85)	63,013.46	*17,195,588.22*
Prior Month	*(19,365.25)*	*57,690.94*	*16,911,617.55*
Balance 4/01/2016	(23,302.02)	50,930.13	*16,722,822.44*
Monthly Change	*(11,475.60)*	*5,322.52*	*283,970.67*
Year to Date Change	**($7,538.83)**	**$12,083.33**	**$472,765.78**

VILLAGE OF FREEBURG
MONTHLY TREASURER'S REPORT

SUMMARY OF RECEIPTS
9/30/16

Taxes & Miscellaneous Receipts

Sales Tax - Jun. '16	$34,421.61	
Income Tax	64,107.00	
Local Use Tax	9,399.86	
Road & Bridge Tax	23,780.02	
Telecommunications Tax	8,822.15	
Motor Fuel Tax	9,460.01	
Audit Tax	2,074.76	
ESDA Tax	618.38	
IMRF	36,886.50	
Licenses & Fees	3,212.85	
Garbage Fund & Penalties	20,213.24	
Water Sales & Penalties	69,847.65	
Sewer Charges & Penalties	37,224.79	
Electric Sales & Penalties	571,069.68	
Tap-on Fees, Connection Charges & Supplies	3,627.26	
Electric Franchise Fee	28,429.44	
St. Clair County Property Taxes	39,240.59	
St. Clair County Traffic Fines	1,650.51	
Police Protection Tax	14,543.14	
Police Canine Funds	2,100.00	
Swimming Pool Tax Levy	13,864.83	
TIF Debt Service Funds	51,020.08	
Discounts	1.88	
		$1,045,616.23
Total		

Interest

Regions - Cash Management Account	529.49	
Interest Earned on Water, Sewer & Electric Funds	11,459.74	
MFT Interest Income	404.95	
Swimming Pool Interest Income	0.49	
Bond Interest Income	12.82	
TIF Interest Income	93.03	
Insurance Surplus Interest Income	3.93	
		12,504.45
Total		$1,058,120.68

TOTAL RECEIPTS

Bryan A. Vogel
Bryan A. Vogel
Village Treasurer

VILLAGE OF FREEBURG
2016-2017 FISCAL YEAR RECEIPTS
9/30/2016

Month	Income Tax	Telecom. Tax	Interest	Sales Tax for Month of	
April	$47,036.27	$8,931.44	$6,570.71	$35,825.61	January
May	27,230.77	8,757.81	3,458.78	31,128.04	February
June	101,522.96	9,316.58	6,127.70	33,778.50	March
July	0.00	9,060.54	12,180.78	32,050.22	April
August	28,387.76	8,987.23	3,629.75	32,202.67	May
September	64,107.00	8,822.15	12,504.45	34,421.61	June
October					July
November					August
December					September
January					October
February					November
March					December
TOTALS	$268,284.76	$53,875.75	$44,472.17	$199,406.65	

Month	MFT	Property Tax	Repl. PP Tax	Franchises
April	$8,226.69	$0.00	$1,153.81	$16,848.36
May	9,908.89	0.00	932.20	16,907.61
June	9,841.00	19,848.42	0.00	16,585.73
July	6,206.08	56,525.61	1,013.39	18,836.74
August	9,961.36	26,636.68	117.98	29,842.70
September	9,460.01	39,240.59	0.00	28,429.44
October				
November				
December				
January				
February				
March				
TOTALS	$53,604.03	$142,251.30	$3,217.38	$127,450.58

Month	Utilities	Use Tax	Fines	Other
April	$455,268.12	$7,341.34	$1,115.03	$39,015.39
May	478,388.11	7,483.29	1,223.35	46,009.61
June	472,065.10	8,793.43	1,674.81	124,045.78
July	504,034.47	8,564.93	2,889.38	255,025.23
August	739,718.96	8,334.30	3,501.94	189,010.78
September	698,355.36	9,399.86	1,650.51	151,729.70
October				
November				
December				
January				
February				
March				
TOTALS	$3,347,830.12	$49,917.15	$12,055.02	$804,836.49

VILLAGE OF FREEBURG
CASH-IN-BANKS, CHECKING
9/30/2016

	Regions	CSB	Citizens	IPTIP	Total
General/Salary	$445,843.88		$1,098,113.95	$56,301.30	$1,600,259.13
Audit	(7,285.41)		6,885.50		(399.91)
ESDA	(10,175.87)		(17,810.97)		(27,986.84)
Garbage Disposal Fund	4,929.01	25,308.39	19,688.01		49,925.41
Motor Fuel Tax	0.00		27,923.96	97,330.59	125,254.55
Water Operations	(186,061.92)	11,523.02	(259,594.82)		(434,133.72)
Water Meter Deposits	0.00				0.00
Water Bond Issues			$0.00		0.00
Sewer Operations	76,485.02	1,815.62	(345,925.71)		(267,625.07)
Sewer Meter Deposits	0.00				0.00
Sewer Capital Improveme	0.00		0.00		0.00
Sewer IEPA Loan	0.00				0.00
Sewer Bond Issues			0.00		0.00
Electric Operations	(27,363.66)	21,484.11	870,158.77		864,279.22
Electric Meter Deposits	0.00				0.00
Swimming Pool	(160,786.69)		(136,408.19)		(297,194.88)
Totals	$135,584.36	$60,131.14	$1,263,030.50	$153,631.89	$1,612,377.89

VILLAGE OF FREEBURG
CERTIFICATES OF DEPOSIT & MONEY MARKET ACCOUNTS
9/30/2016

	Midland	Citizens	Total
General	$20,443.58	$346,582.51	$367,026.09
Motor Fuel Tax	$0.00	$124,000.00	$124,000.00
Water Operations	$0.00	$1,114,959.59	$1,154,959.59
Sewer Operations	$0.00	$0.00	$0.00
Sewer Meter Deposits	$0.00	$0.00	$0.00
Sewer Capital Improvements	$0.00	$517,908.58	$517,908.58
Sewer IEPA Loan	$0.00	$0.00	$0.00
Electric Operations	$0.00	$1,614,554.91	$1,614,554.91
Electric Bond Fund	$0.00	$11,787.42	$11,787.42
Swimming Pool	$0.00	$0.00	$0.00
TOTALS	$20,443.58	$3,729,793.01	$3,750,236.59

VILLAGE OF FREEBURG
CASH IN BANK & INVESTMENTS
9/30/2016

FUND	REGIONS CHECKING	CSB CHECKING	CITIZENS CHECKING	MONEY MARKET & CD'S	IPTIP	PETTY CASH	INVEST. & CASH TOTALS
General	$445,843.88		$1,098,113.95	$367,026.09	$56,301.30	$400.00	$1,967,685.22
Audit	(7,285.41)		6,885.50				(399.91)
ESDA	(10,175.87)		(17,810.97)				(27,986.84)
Garbage Disposal Fund	4,929.01	25,308.39	19,688.01				49,925.41
Motor Fuel Tax	0.00		27,923.96	124,000.00	97,330.59		249,254.55
Water							
Operations	(197,025.27)	9,368.52	(259,594.82)	224,081.54		0.00	(223,170.03)
Depr/Cash Reserve	10,963.35	2,154.50	0.00	803,878.05			816,995.90
Bank Transfer Exchange							0.00
Meter Deposits	0.00			87,000.00			87,000.00
Total Water	(186,061.92)	11,523.02	(259,594.82)	1,114,959.59	0.00	0.00	680,825.87
Sewer							
Operations	76,485.02	1,815.62	(345,925.71)	134,656.00		0.00	(132,969.07)
IEPA Loan	0.00			383,252.58			383,252.58
Capital Improvements	0.00		0.00				0.00
Meter Deposits	0.00			0.00			0.00
Bank Transfer Exchange							0.00
B&I Reserve 67 Series			0.00				0.00
Total Sewer	76,485.02	1,815.62	(345,925.71)	517,908.58	0.00	0.00	250,283.51
Electric							
Operations	(27,363.66)	21,484.11	870,158.77	1,614,554.91		0.00	2,478,834.13
Electric Bond Fund				11,787.42			11,787.42
Bank Transfer Exchange							
Meter Deposits	0.00			0.00			0.00
Total Electric	(27,363.66)	21,484.11	870,158.77	1,626,342.33	0.00	0.00	2,490,621.55
Swimming Pool	(160,786.69)		(136,408.19)	0.00		215.00	(296,979.88)
TOTAL FUNDS	$135,584.36	$60,131.14	$1,263,030.50	$3,750,236.59	$153,631.89	$615.00	$5,363,229.48

VILLAGE OF FREEBURG
FUND ASSET TOTALS
9/30/16

FUND	ACCOUNTS RECEIVABLES	DUE TO/ FROM	PREPAID ACCOUNTS	FIXED ASSET NET	FUND ASSET TOTALS
General		$37,300.83			$2,004,986.05
Audit					($399.91)
ESDA					($27,986.84)
Garbage Disposal Fund	0.00		0.00		$49,925.41
Motor Fuel Tax		0.00			$249,254.55
Water					
Operations	$89,754.26	0.00	$54,572.00	$1,444,222.35	$1,365,378.58
					$816,995.90
Bank Transfer Exchange		1,442.25			$1,442.25
Meter Deposits					$87,000.00
Total Water	89,754.26	1,442.25	54,572.00	1,444,222.35	$2,270,816.73
Sewer					
Operations	51,935.45	0.00	43,464.00	1,876,778.84	$1,839,209.22
IEPA Loan					$383,252.58
Capital Improvements					$0.00
Meter Deposits					$0.00
Bank Transfer Exchange		0.00			$0.00
B&I Reserve 67 Series					$0.00
Total Sewer	51,935.45	0.00	43,464.00	1,876,778.84	$2,222,461.80
Electric					
Operations	475,220.68	3,847.83	169,464.00	6,855,201.94	$9,982,568.58
Electric Bond Fund					$11,787.42
Bank Transfer Exchange		1,239.54			$1,239.54
Meter Deposits		0.00			$0.00
Total Electric	475,220.68	5,087.37	169,464.00	6,855,201.94	$9,995,595.54
Swimming Pool		0.00	0.00	933,214.46	$636,234.58
TOTAL FUNDS	$616,910.39	$43,830.45	$267,500.00	$11,109,417.59	$17,400,887.91

VILLAGE OF FREEBURG
FUND ASSET BALANCES
9/30/2016

	Operational	Restricted	Total
General	$2,004,986.05		$2,004,986.05
Audit	(399.91)		(399.91)
ESDA	(27,986.84)		(27,986.84)
Garbage Disposal Fund	49,925.41		49,925.41
Motor Fuel Tax	249,254.55		249,254.55
Water Funds			
Operational	1,365,378.58		1,365,378.58
Depr/Cash Reserve	816,995.90		816,995.90
Bank Transfer Exchange	1,442.25		1,442.25
Meter Deposits	0.00	87,000.00	87,000.00
Total Water Funds	2,183,816.73	87,000.00	2,270,816.73
Sewer Funds			
Operational	1,839,209.22		1,839,209.22
Capital Improvements		383,252.58	383,252.58
Bank Transfer Exchange	0.00	0.00	0.00
Meter Deposits	0.00	0.00	0.00
Total Sewer Funds	1,839,209.22	383,252.58	2,222,461.80
Electric Funds			
Operational	9,982,568.58		9,982,568.58
Electric Bond Fund	11,787.42		11,787.42
Bank Transfer Exchange	1,239.54		1,239.54
Meter Deposits		0.00	0.00
Total Electric Funds	9,995,595.54	0.00	9,995,595.54
Swimming Pool	636,234.58	0.00	636,234.58
Total of All Accounts	$16,930,635.33	$470,252.58	17,400,887.91
		Total Prior Month	17,195,588.22
		Increase/(Decrease)	$205,299.69

	ELECTRIC	WATER	SEWER
Current Month	$9,995,595.54	$2,270,816.73	$2,222,461.80
Prior Month	*9,901,658.82*	*2,273,447.34*	*2,290,160.01*
Balance 4/01/2016	9,765,469.73	2,276,424.00	2,379,558.96
Monthly Change	*93,936.72*	*(2,630.61)*	*(67,698.21)*
Year to Date Change	**230,125.81**	**(5,607.27)**	**(157,097.16)**

	GENERAL	SWIMMING POOL	MOTOR FUEL TAX
Current Month	2,004,986.05	636,234.58	249,254.55
Prior Month	*1,828,827.30*	*622,782.96*	*246,539.18*
Balance 4/01/2016	1,487,751.27	572,127.99	213,862.38
Monthly Change	*176,158.75*	*13,451.62*	*2,715.37*
Year to Date Change	**517,234.78**	**64,106.59**	**35,392.17**

	AUDIT & ESDA	GARBAGE DISP.	TOTAL
Current Month	(28,386.75)	49,925.41	*17,400,887.91*
Prior Month	*(30,840.85)*	*63,013.46*	*17,195,588.22*
Balance 4/01/2016	(23,302.02)	50,930.13	*16,722,822.44*
Monthly Change	*2,454.10*	*(13,088.05)*	*205,299.69*
Year to Date Change	**($5,084.73)**	**($1,004.72)**	**$678,065.47**

EXHIBIT C

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

ESDA Report to Mayor
&
Village Board Trustees

(prepared 02/15/17)

(1). Frequency programmed the new VHF Narrow band portable radios , to be instructing on use and issue two units to Public Works Director, schedule to instruct for issue to Admin Trustee Chairman, . Frequency programming for which we are licensed for use and LMOU use is provided with this report.

(2). Meeting with Freeburg ESDA/EMA volunteers held Thursday 2/16/2017 - specific to shelter managing operations and communications updates related to o

(3). ARES® - Amateur Radio Emergency Communications conducted with SATERN (Salvation Army Team Emergency Radio Network)- on HF amateur radio frequency of 14.325 mhz SSB related to any "health and welfare" radio traffic for persons needing contact with friends,relatives, etc., that may have been impacted in the evacuation about the Oroville, California potential "dam " break. Obtained the Butte County Public teleco. line # 530-872-5951 but SATERN & ARES contacts backing up this number "in case" a line outage.

(4). Preparing a "Preparedness Series for Severe Spring Weather Events" for the Public through the Freeburg Tribune Newspaper. First in the series sent this week for publication. The Statewide EMA and National Weather Service Tornado Communications test will have its "annual" drill for Illinois on March 7, 2017 at 10 AM.

(5). As part of our "StormReady®" certification , I will be sending out information to the local schools , specific to Severe Weather Preparedness - Tornado Safety review of their "in house" plans we have assisted in preparing over the years. Possible "in house" presentations to begin again in this area of Storm Safety.

Respectfully submitted,

Gene K., Coordinator

EXHIBIT D

LEGAL & ORDINANCE MEETING

FEBRUARY 21, 2017

Julie Polson, Office Manager

2-Occupancy Permits issued in February

3-Building Permits issued in February

1-Deck/Fence
1-New Home
1-Electrical

The Court case against Bobby Pearson canceled as Mr. Pearson sold his house. The new owner is in the process of repairing the home he plans on living in.

The Yarber hearing for a special-use-permit to operate a limo-bus business on their property zoned Agriculture is on hold until the Combined Board has a discussion on allowing a limo business as a special use in an agriculture district.

An agreement has been reached with Mark Meorchen on cleaning up his property—the front and side has been cleaned the problem is in the back. Mr. Meorchen will be working on getting rid of inventory and cleaning his property to meet our codes including putting up a fence around the back. He has until the end of August to clean up the back and put up a fence.

Agreements have been made between Bonnie Waters and Jim Stout to have cars-trucks licensed by April 1, 2017 or Police will tag to be towed.

Agreement was made for the end of November with Bruce Brown to have side and back yard cleaned up of junk by April 1, 2017. As of February 1st he has loaded up a wagon full of junk and getting to ready to haul off.

EXHIBIT E

RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

Feb. 13, 2017

Village President and Board of Trustees
Village of Freeburg
14 Southgate Center
Freeburg, Illinois 62243

RE: Village of Freeburg WW Collection System Improvements 1B-1
IEPA Loan L17-4944

Ladies and Gentlemen:

Please find enclosed copies of the Contractor's Pay Request #3 from Haier Plumbing and Heating, Inc. for $153,029.70.

We recommend approval of the pay request and recommend the Village Board to authorize Rhutasel to forward the Pay Request and any Engineering Expenses the Board wishes to the IEPA for payment from the loan.

If you have any questions, please give me a call.

Very truly yours,

RHUTASEL AND ASSOCIATES, INC.

Tim Pruett, P.E.

Reply To:
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 3

	Application Period: January 9 - February 3, 2017	Application Date:	Wednesday, February 08, 2017
To (Owner): VILLAGE OF FREEBURG, ILLINOIS	From (Contractor): Haier Plumbing & Heating, Inc.	Via (Engineer):	Rhutasel & Associates, Inc.
Project: WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS - PHASE 1B-1	Contractor's Project No.: FWW910	Owner's Project No.:	20513

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1 - Time Extension		
2	$11,450.00	
3	$2,110.00	
TOTALS	$13,560.00	
NET CHANGE BY CHANGE ORDERS	$13,560.00	

Application For Payment

1. ORIGINAL CONTRACT PRICE		$ 932,527.62
2. Net change by Change Orders		$ $ 13,560.00
3. Current Contract Price (Line 1 ± 2)		$ 946,087.62
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)		$ 617,271.00
5. RETAINAGE:		
a. 10% X	$ 617,271.00 Work Completed	$ 61,727.10
b. % X	$ - Stored Material	$ -
c. Total Retainage (Line 5a + 5b)		$ 61,727.10
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		$ 555,543.90
7. LESS PREVIOUS REQUESTS (Line 6 from prior Application)		$ 402,514.20
8. AMOUNT DUE THIS APPLICATION		$ 153,029.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)		$ 556,351.72

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Mona Meense Date: 2/8/2017

Payment of: $ 153,029.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) Tim Pruett, Rhutasel & Associates, Inc. (Date)

Payment of: $ 153,029.70
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) Village of Freeburg (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	VILLAGE OF FREEBURG - WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS - PHASE 1B									Application Number:	3		
Application Period:	January 9 - February 3, 2017									Application Date:	Wednesday, February 08, 2017		
A		B				Work Completed C		Work Completed D		E	F		G
		Scheduled Value				From Previous Applications		This Period Completed					
Item No.	Description	Bid Item Quantity		Unit Price	Total Bid Value	Estimated Quantity Installed	Value of Work Previously Installed	Estimated Quantity Installed	Value of Work Installed to Date	Materials Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	North Trunk Sewer Extension												
1	18" Gravity Sewer < 10' Deep	673	LF	$ 55.00	$ 37,015.00	673	$ 37,015.00		$ -	$ -	$ 37,015.00	100.0%	$ -
2	18" Gravity Sewer 10' - 15' Deep	2151	LF	$ 72.00	$ 154,872.00	2056	$ 148,032.00	84	$ 6,048.00	$ -	$ 154,080.00	99.5%	$ 792.00
3	18" Gravity Sewer 15' - 20' Deep	1568	LF	$ 104.00	$ 163,072.00	784	$ 81,536.00	815	$ 84,760.00		$ 166,296.00	102.0%	$ (3,224.00)
4	18" Gravity Sewer Ductile Iron Pipe	160	LF	$ 130.00	$ 20,800.00	160	$ 20,800.00		$ -		$ 20,800.00	100.0%	$ -
5	4' Dia Manhole < 10' Deep	5	EA	$ 3,500.00	$ 17,500.00	5	$ 17,500.00		$ -		$ 17,500.00	100.0%	$ -
6	4' Dia Manhole > 10' Deep	11	EA	$ 4,000.00	$ 44,000.00	8	$ 32,000.00	3	$ 12,000.00		$ 44,000.00	100.0%	$ -
7	5' Dia Manhole	2	EA	$ 4,900.00	$ 9,800.00	1	$ 4,900.00		$ -		$ 4,900.00	50.0%	$ 4,900.00
8	Railroad Crossing - 30" Steel Casing	150	LF	$ 420.00	$ 63,000.00		$ -	150	$ 63,000.00		$ 63,000.00	100.0%	$ -
9	Case III Backfill < 10' Deep	435	LF	$ 100.00	$ 43,500.00	573	$ 57,300.00		$ -		$ 57,300.00	131.7%	$ (13,800.00)
10	Case III Backfill > 10' Deep	580	LF	$ 68.00	$ 39,440.00	465	$ 31,620.00		$ -		$ 31,620.00	80.2%	$ 7,820.00
11	A-2 Surface Repair	1015	LF	$ 18.00	$ 18,270.00		$ -		$ -		$ -		$ 18,270.00
12	Seeding	3537	LF	$ 2.26	$ 7,993.62		$ -		$ -		$ -		$ 7,993.62
13	Service Reconnection	5	EA	$ 1,200.00	$ 6,000.00	6	$ 7,200.00		$ -		$ 7,200.00	120.0%	$ (1,200.00)
	North Trunk Sewer Extension Sub-total				**$ 625,262.62**		**$ 437,903.00**		**$ 165,808.00**	$ -	**$ 603,711.00**		**$ 21,551.62**
	Deerfield Relief Sewer												
14	10" Gravity Sewer Directional Bore	970	LF	$ 155.00	$ 150,350.00		$ -		$ -		$ -		$ 150,350.00
15	10" Gravity Sewer	12	LF	$ 150.00	$ 1,800.00		$ -		$ -		$ -		$ 1,800.00
16	4' Dia Manhole	1	EA	$ 9,800.00	$ 9,800.00		$ -		$ -		$ -		$ 9,800.00
17	4' Dia Setover Manhole	2	EA	$ 10,000.00	$ 20,000.00		$ -		$ -		$ -		$ 20,000.00
18	Clean, TV, CIPP Lining 8" Sewer	55	LF	$ 100.00	$ 5,500.00		$ -		$ -		$ -		$ 5,500.00
	Deerfield Relief Sewer Sub-total				**$ 187,450.00**		$ -		$ -	$ -	$ -		**$ 187,450.00**
	MH 317 to Old Freeburg Road												
19	10" Gravity Sewer	2350	LF	$ 33.00	$ 77,550.00		$ -		$ -		$ -		$ 77,550.00
20	4' Dia Manhole	7	EA	$ 2,400.00	$ 16,800.00		$ -		$ -		$ -		$ 16,800.00

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A		B				Work Completed				E	F		G
		Scheduled Value				C From Previous Applications		D This Period Completed					
Item No.	Description	Bid Item Quantity		Unit Price	Total Bid Value	Estimated Quantity Installed	Value of Work Previously Installed	Estimated Quantity Installed	Value of Work Installed to Date	Materials Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
21	Case III Backfill	290	LF	$ 38.00	$ 11,020.00		$ -		$ -		$ -		$ 11,020.00
22	Concrete Repair	40	LF	$ 95.00	$ 3,800.00		$ -		$ -		$ -		$ 3,800.00
23	Asphalt Repair	64	LF	$ 70.00	$ 4,480.00		$ -		$ -		$ -		$ 4,480.00
24	Seeding	2055	LF	$ 3.00	$ 6,165.00		$ -		$ -		$ -		$ 6,165.00
	MH 317 to Old Freeburg Road Sub-total				$ 119,815.00		$ -		$ -	$ -	$ -		$ 119,815.00
	CHANGE ORDER #2 DATED 10/28/16												
25	Additional cost to upgrade pipe to SDR-26	2290	LF	$ 5.00	$ 11,450.00	1867	$ 9,335.00	423	$ 2,115.00		$ 11,450.00		$ -
	CHANGE ORDER #3 DATED 1/16/17												
26	Charges for moving pipe at job re-start	1	LS	$ 2,110.00	$ 2,110.00		$ -	1	$ 2,110.00		$ 2,110.00		$ -
	TOTAL CONTRACT PRICE				$ 946,087.62		$ 447,238.00		$ 170,033.00	$ -	$ 617,271.00		$ 328,816.62

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RESOLUTION NO. 17-01

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Jerry Kesler on behalf of Freeburg Auto Body and RV, Inc.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Permanent Utility Easement Agreement and Permanent Utility Easement between the Village of Freeburg and Jerry Kesler, for the purposes of constructing, installing and maintaining a sewer main owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement Agreement between the Village of Freeburg and Jerry Kesler on behalf of Freeburg Auto Body and RV, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Jerry Kesler on behalf of Freeburg Auto Body and RV, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit B."

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

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

RESOLUTION NO. 17-01

_____
Seth E. Speiser
Village President

ATTEST:

_____
Jerry Menard
Village Clerk

Approval as to Legal Form:

_____
Fred W. Keck
Village Attorney

PERMANENT UTILITY EASEMENT AGREEMENT

Freeburg Auto Body and RV ~~Brothers~~ TF, Inc., a corporation doing business in the Village of Freeburg, County of St. Clair, State of Illinois, hereinafter referred to as "Freeburg Auto Body and RV" and the Village of Freeburg, Illinois, hereinafter referred to as "the Village" enter into this Permanent Utility Easement Agreement, hereinafter referred to as "Agreement" dated this 14 day of February, 2017, relating to a Permanent Utility Easement (which includes a Temporary Constriction Easement)(collectively hereinafter "Permanent Utility Easement"), between the parties herein.

1. That the Village is performing work on right of way owned by the Village in front of property owned (and operated as a auto body shop) by Freeburg Auto Body and RV.

2. That in conjunction with this work, Freeburg Auto Body and RV has offered to grant the Village a Permanent Utility Easement, a copy of which is attached hereto as Exhibit A.

3. That in exchange for the granting of the Permanent Utility Easement, the Village agrees to the following:

   a. The Village agrees to pay Freeburg Auto Body and RV $2,000.00.

   b. The Village agrees to oil and chip any area in the parking lot that is disturbed by the work by no later than October 1, 2017; and

   c. The Village agrees to pay up to a maximum of $500.00 for Freeburg Auto Body and RV's attorneys' fees for consultation and review of this Agreement, to be remitted directly by the Village to Freeburg Auto Body and RV's designated attorney.

4. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. That any disputes concerning this Agreement shall be heard exclusively in the Circuit Court of St. Clair County, Twentieth Judicial Circuit, State of Illinois.

7. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless in writing and signed by both parties.

So Agreed and dated this 14 day of February, 2017.

JERRY KESLER on behalf of FREEBURG AUTO BODY AND RV BROTHERS, INC.

TF

And

VILLAGE OF FREEBURG

By_____
Village Administrator – Tony Funderburg

PERMANENT UTILITY EASEMENT

GRANTOR, FREEBURG AUTO BODY AND RV INC., a corporation, doing business in the County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE**, VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this 14 day of February, 2017.

JERRY KESLER on behalf of FREEBURG AUTO BODY AND RV, INC., Grantor

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JERRY KESLER personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 14 day of February, 2017.

Julia A. Polson
Notary Public

ACCEPTED this 14 day of February, 2017.

Tony Funderburg – Village Administrator

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

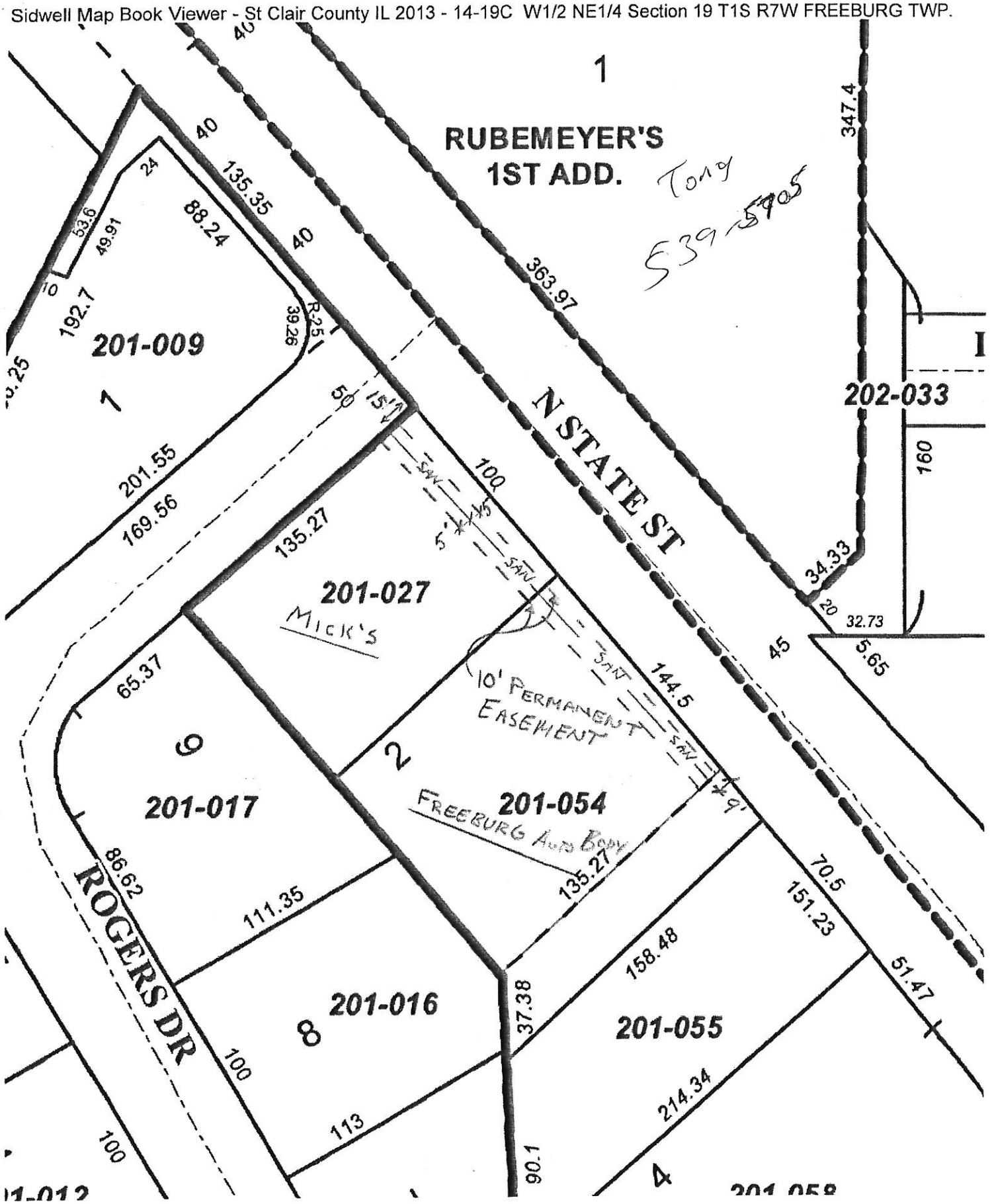
RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

VILLAGE OF FREEBURG
Wastewater Collection System Improvements
Proposed Utility Easement to be Acquired From
Jerry L. Kessler, Jr.
Parcel No. 14-19.0-201-054
February 13, 2017

A permanent utility easement ten (10.0) feet in width across part of Lot 2 and Lot 4 of "Reichert Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Assessment Plats 1 on page 23, said Lot 2 and Lot 4 being part of the west half of the northeast quarter of Section 19, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, said easement lying five (5.0) feet on each side of the following described centerline:

Commencing at the most northerly corner of said Lot 4; thence on an assumed bearing of South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 29.50 feet to the most easterly corner of "PARCEL 2" conveyed to Jerry L. Kessler, Jr. by Warranty Deed dated November 7, 2014 and recorded in said Recorder's Office as Document Number A02433592; thence South 49 degrees 49 minutes 44 seconds West on the southeasterly line of said PARCEL 2, a distance of 9.0 feet to the point of beginning of the centerline herein described; thence North 41 degrees 48 minutes 52 seconds West, a distance of 144.81 feet to a point on the northwesterly line of "PARCEL 1" described in the above referenced Warranty Deed that lies 12.5 southwesterly of the most northerly corner of said "PARCEL 1", being the terminus of the centerline herein described.

Sidwell Map Book Viewer - St Clair County IL 2013 - 14-19C W1/2 NE1/4 Section 19 T1S R7W FREEBURG TWP.



RESOLUTION NO. 17-02

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Scott Weber on behalf of Mick's Auto and Tire, Inc.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Permanent Utility Easement Agreement and Permanent Utility Easement between the Village of Freeburg and Scott Weber, for the purposes of constructing, installing and maintaining a sewer main owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement Agreement between the Village of Freeburg and Scott Weber on behalf of Mick's Auto and Tire, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Scott Weber on behalf of Mick's Auto and Tire, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit B."

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

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

RESOLUTION NO. 17-02

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

PERMANENT UTILITY EASEMENT AGREEMENT

Mick's Auto and Tire Inc ~~Brothers~~ TP, Inc., a corporation doing business in the Village of Freeburg, County of St. Clair, State of Illinois, hereinafter referred to as "Mick's Auto and Tire Inc" and the Village of Freeburg, Illinois, hereinafter referred to as "the Village" enter into this Permanent Utility Easement Agreement, hereinafter referred to as "Agreement" dated this 14 day of February, 2017, relating to a Permanent Utility Easement (which includes a Temporary Constriction Easement)(collectively hereinafter "Permanent Utility Easement"), between the parties herein.

1. That the Village is performing work on right of way owned by the Village in front of property owned (and operated as a mechanic shop) by Mick's Auto and Tire Inc.

2. That in conjunction with this work, Mick's Auto and Tire Inc has offered to grant the Village a Permanent Utility Easement, a copy of which is attached hereto as Exhibit A.

3. That in exchange for the granting of the Permanent Utility Easement, the Village agrees to the following:

   a. The Village agrees to pay Mick's Auto and Tire Inc $2,000.00.

   b. The Village agrees to oil and chip any area in the parking lot that is disturbed by the work by no later than October 1, 2017; and

   c. The Village agrees to pay up to a maximum of $500.00 for Mick's Auto and Tire Inc's attorneys' fees for consultation and review of this Agreement, to be remitted directly by the Village to Mick's Auto and Tire Inc's designated attorney.

4. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

PERMANENT UTILITY EASEMENT

GRANTOR, MICK'S AUTO AND TIRE INC., a corporation, doing business in the County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE**, VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this 14 day of February, 2017.

Scott B. Weber

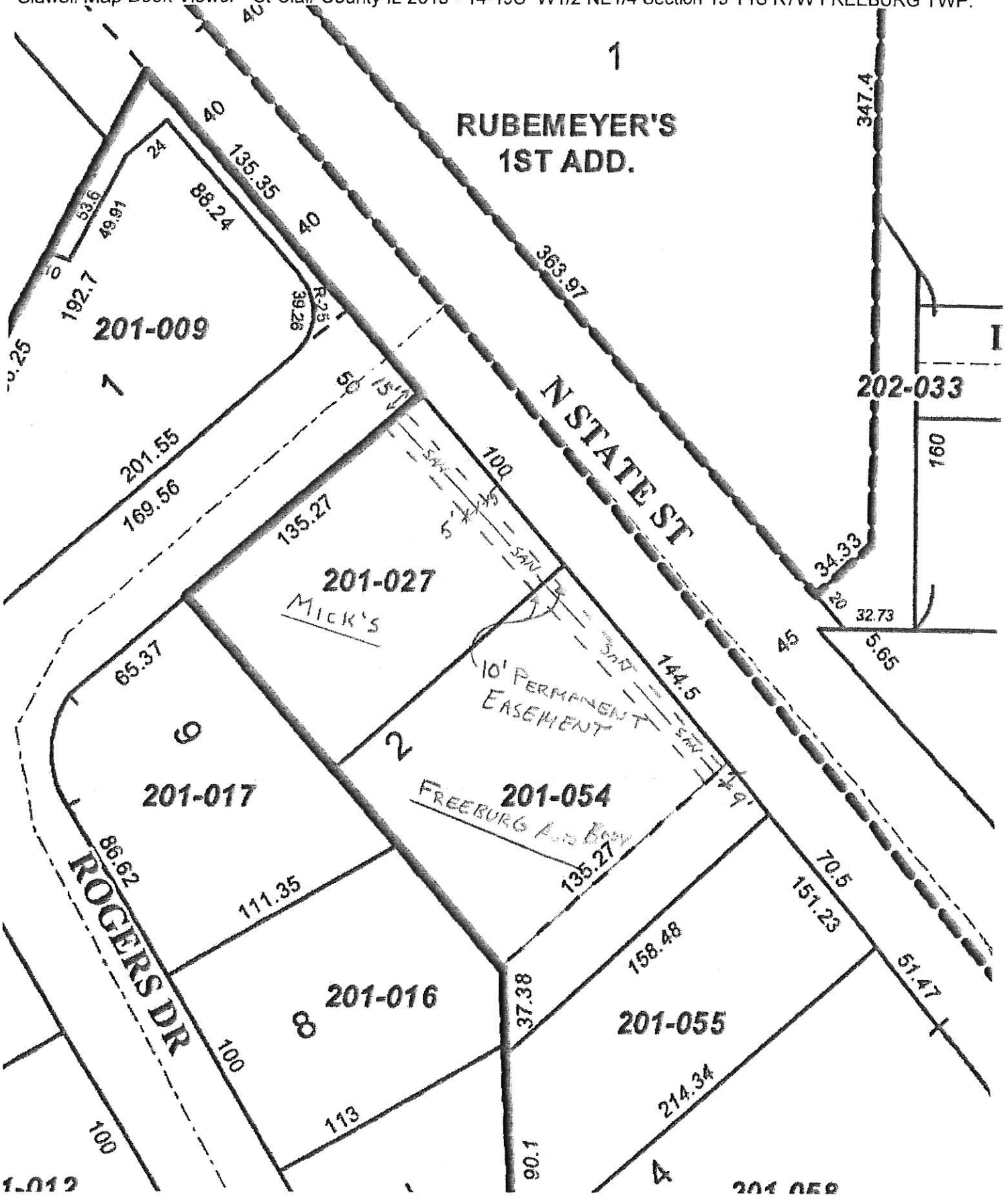
SCOTT WEBER on behalf of MICK'S AUTO AND TIRE INC. ~~BROTHERS~~, INC., Grantor TF

VILLAGE OF FREEBURG
Wastewater Collection System Improvements
Proposed Utility Easement to be Acquired From
Milton L. Weber and Scott B. Weber
Parcel No. 14-19.0-201-027
February 13, 2017

A permanent utility easement ten (10.0) feet in width across part of Lot 2 of "Reichert Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Assessment Plats 1 on page 23, said Lot 2 being part of the west half of the northeast quarter of Section 19, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, said easement lying five (5.0) feet on each side of the following described centerline:

Commencing at the most northerly corner of Lot 4 of said "Reichert Tracts Assessment Plat"; thence on an assumed bearing of South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 29.50 feet to the most easterly corner of "PARCEL 2" conveyed to Jerry L. Kessler, Jr. by Warranty Deed dated November 7, 2014 and recorded in said Recorder's Office as Document Number A02433592; thence South 49 degrees 49 minutes 44 seconds West on the southeasterly line of said PARCEL 2, a distance of 9.0 feet to a point; thence North 41 degrees 48 minutes 52 seconds West, a distance of 144.81 feet to a point on the southeasterly line of a tract of land conveyed to Milton L. Weber and Scott B. Weber by Trustees Deed dated October 6, 2004 and recorded in said Recorder's Office as Document Number A01878521 that lies 12.5 southwesterly of the most easterly corner of said Weber tract, being the point of beginning of the centerline herein described; thence continuing North 41 degrees 48 minutes 52 seconds West, a distance of 100.29 feet to a point on the northwesterly line of said Weber tract that lies 15.0 feet southwesterly of the most northerly corner of said Weber tract, being the terminus of the centerline herein described.

Sidwell Map Book Viewer - St Clair County IL 2013 - 14-19C W1/2 NE1/4 Section 19 T1S R7W FREEBURG TWP.



RESOLUTION NO. 17-03

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Village Administrator to Accept a Permanent Utility Easement Agreement and Permanent Utility Easement from Kevin Sandheinrich and Jeffrey Sandheinrich on behalf of Sandheinrich Brothers, Inc.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Permanent Utility Easement Agreement and Permanent Utility Easement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich for the purposes of constructing, installing and maintaining a sewer main owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement Agreement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich on behalf of Sandheinrich Brothers, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich on behalf of Sandheinrich Brothers, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit B."

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

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

RESOLUTION NO. 17-03

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

PERMANENT UTILITY EASEMENT AGREEMENT

Sandheinrich Brothers, Inc., a corporation doing business in the Village of Freeburg, County of St. Clair, State of Illinois, hereinafter referred to as "Sandheinrich" and the Village of Freeburg, Illinois, hereinafter referred to as "the Village" enter into this Permanent Utility Easement Agreement, hereinafter referred to as "Agreement" dated this 14th day of February, 2017, relating to a Permanent Utility Easement (which includes a Temporary Constriction Easement)(collectively hereinafter "Permanent Utility Easement"), between the parties herein.

1. That the Village is performing work on right of way owned by the Village in front of property owned by Sandheinrich.

2. That in conjunction with this work, Sandheinrich has offered to grant the Village a Permanent Utility Easement, a copy of which is attached hereto as Exhibit A.

3. That in exchange for the granting of the Permanent Utility Easement, the Village agrees to the following:

a. The Village agrees to pay Sandheinrich $2,000.00; and

b. The Village agrees to pay Sandheinrich $500.00 per day for each day or part of a day that work is performed pursuant hereto, for up to a maximum of five (5) days. (for example, if three (3) days of work are performed, the Village shall pay $1,500.00). Accordingly, the maximum amount potentially due and owing to Sandheinrich from the Village is $2,500.00. If work is required to be performed for more than five (5) days, a supplemental agreement between the parties shall be required; and

c. The Village agrees to asphalt from the concrete apron past the manhole five (5) feet plus oil and chip any area in the parking lot that is disturbed by the work by no later than October 1, 2017; and

d. The Village agrees to fix the highway sign if it is damaged in any way during construction. This includes issues from the ground settling after the project is complete; and

e. The Village agrees to pay up to a maximum of $500.00 for Sandheinrich's attorneys' fees for consultation and review of this Agreement, to be remitted directly by the Village to Sandheinrich's designated attorney.

4. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. That any disputes concerning this Agreement shall be heard exclusively in the Circuit Court of St. Clair County, Twentieth Judicial Circuit, State of Illinois.

7. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless in writing and signed by both parties.

So Agreed and dated this 14th day of February, 2017.

Kevin Sandheinrich

KEVIN SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

Jeffrey Sandheinrich

JEFFREY SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

And

VILLAGE OF FREEBURG

By_____
Village Administrator – Tony Funderburg

PERMANENT UTILITY EASEMENT

GRANTOR, SANDHEINRICH BROTHERS, INC., a corporation, doing business in the County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE**, VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages sustained as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement area for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this 14th day of February, 2017.

Kevin Sandheinrich

KEVIN SANDHEINRICH on behalf of SANDHEINRICH BROTHERS, INC., Grantor

Jeffrey Sandheinrich

JEFFREY SANDHEINRICH on behalf of SANDHEINRICH BROTHERS, INC., Grantor

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that KEVIN SANDHEINRICH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 14 day of February, 2017.

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

Julia A. Polson
Notary Public

ACCEPTED this 14 day of February, 2017.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JEFFREY SANDHEINRICH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 14 day of February, 2017.

Julia A. Polson
Notary Public

ACCEPTED this 14 day of February, 2017.

Tony Funderburg
Village Administrator

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

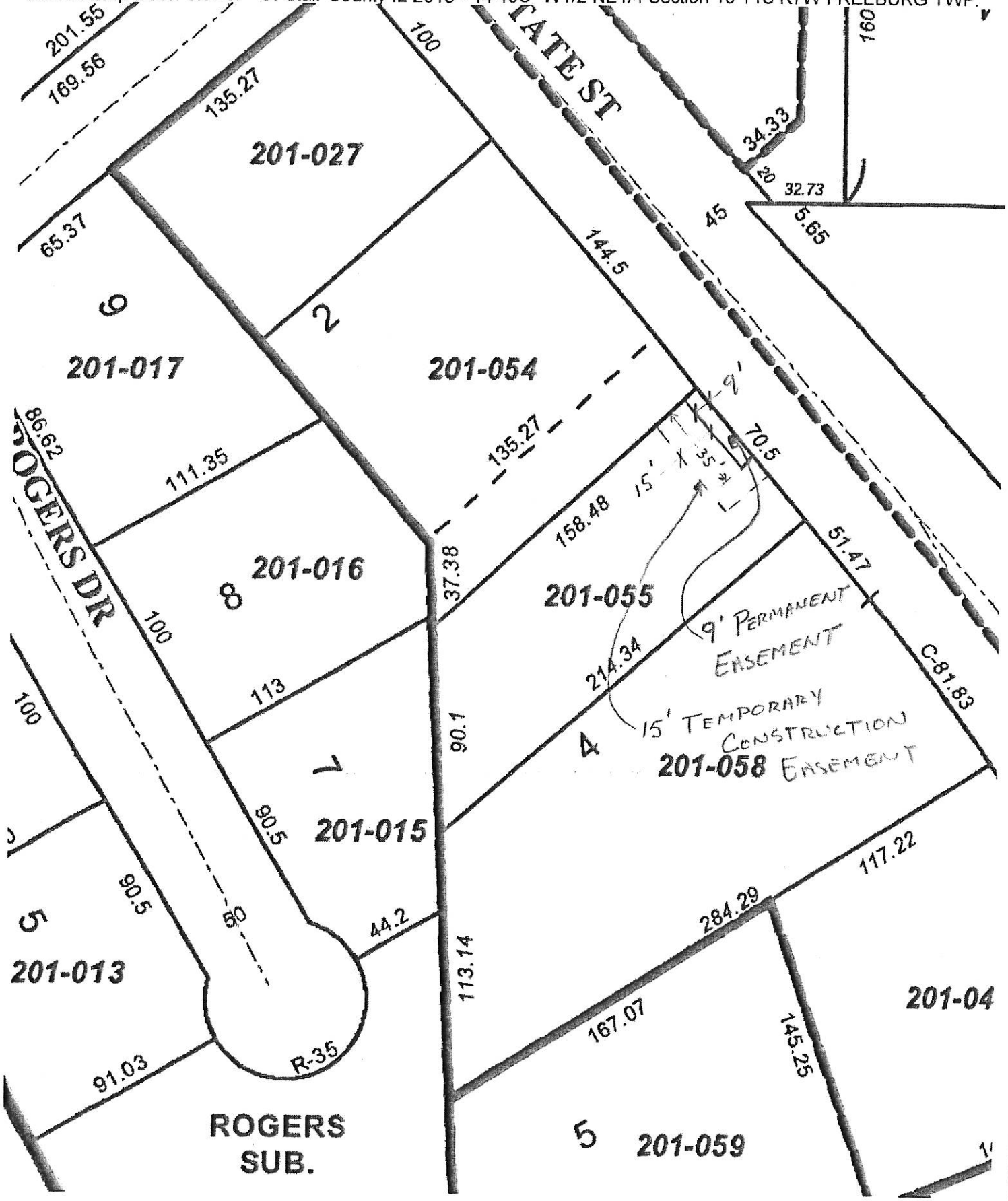
VILLAGE OF FREEBURG
Wastewater Collection System Improvements
Proposed Utility Easement to be Acquired From
Sandheinrich Brothers, Inc.
Parcel No. 14-19.0-201-055
February 13, 2017

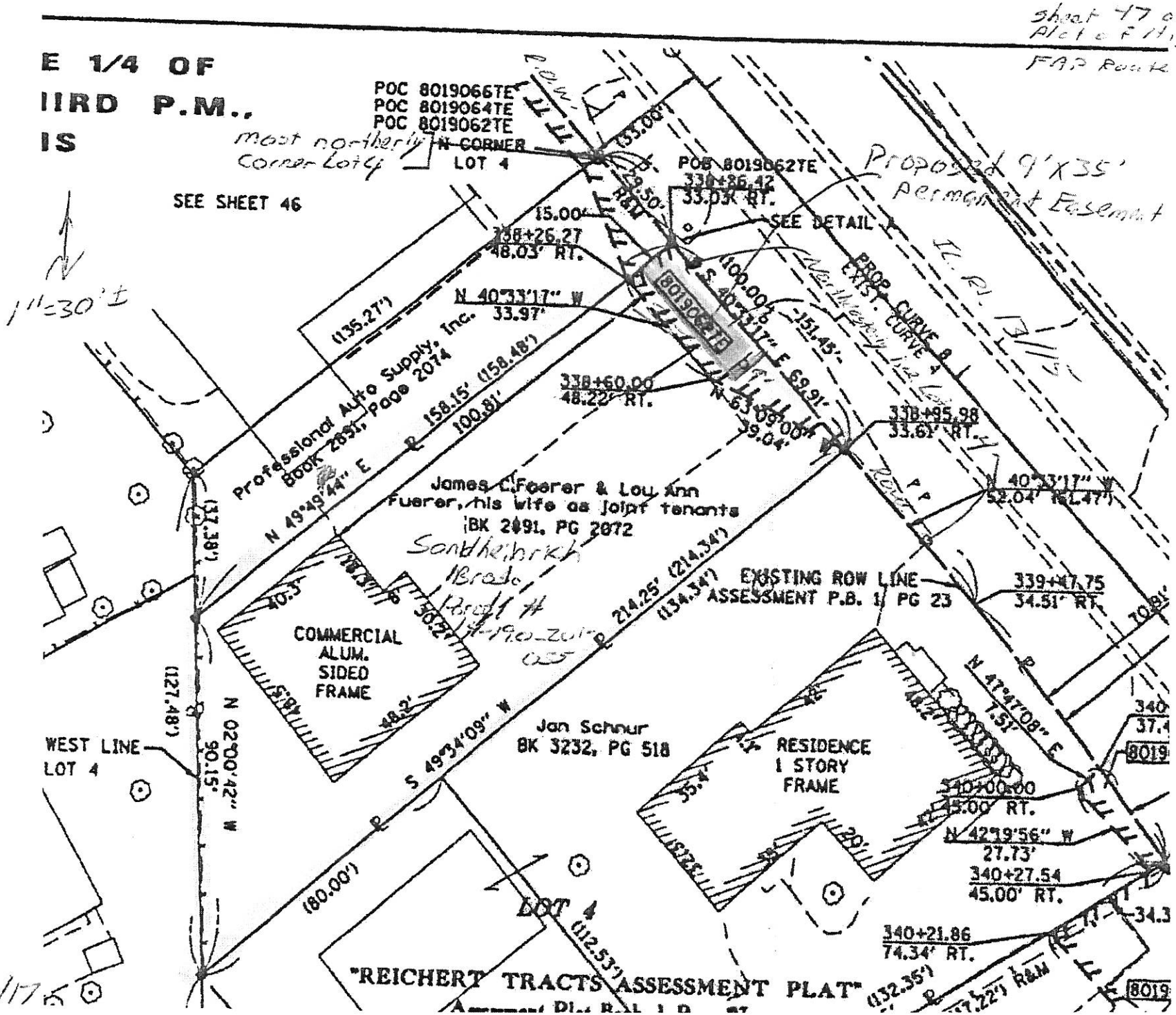
A permanent utility easement nine (9.0) feet in width across part of Lot 4 of "Reichert Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Assessment Plats 1 on page 23, said Lot 4 being part of the west half of the northeast quarter of Section 19, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, the easement being more particularly described as follows:

Commencing at the most northerly corner of said Lot 4; thence on an assumed bearing of South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 29.50 feet to the most northerly corner of a tract of land conveyed to Sandheinrich Brothers, Inc. by Warranty Deed dated September 23, 2016 and recorded in said Recorder's Office as Document Number A02511982, the point of beginning of the permanent utility easement herein described; thence continuing South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 35.0 feet to a point; thence South 49 degrees 26 minutes 43 seconds West, a distance of 9.0 feet to a point; thence North 40 degrees 33 minutes 17 seconds, parallel with the northeasterly line of Lot 4, a distance of 35.0 feet to a point on the northwesterly line of the above referenced Sandheinrich Brothers, Inc. tract; thence North 49 degrees 49 minutes 44 seconds East on said northwesterly line, a distance of 9.0 feet to the point of beginning.

ALSO, a temporary construction easement fifteen (15.0) feet in width lying southwesterly of and contiguous with the southwesterly line of the above described permanent easement. This temporary construction easement shall expire 60 days after the completion of the installation of a sanitary sewer pipeline and its appurtenances.

Sidwell Map Book Viewer - St Clair County IL 2013 - 14-19C W1/2 NE1/4 Section 19 T1S R7W FREEBURG TWP.





Sheet 47 of 68
Plat of Highways
FAP Route 103

RESOLUTION NO. 17-04

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Enter Into and the Village Administrator to Accept a First Supplemental Permanent Utility Easement Agreement from Kevin Sandheinrich and Jeffrey Sandheinrich on behalf of Sandheinrich Brothers, Inc.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a First Supplemental Permanent Utility Easement Agreement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich for the purposes of constructing, installing and maintaining a sewer main owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute the First Supplemental Permanent Utility Easement Agreement between the Village of Freeburg and Kevin Sandheinrich and Jeffrey Sandheinrich on behalf of Sandheinrich Brothers, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

FIRST SUPPLEMENTAL PERMANENT UTILITY EASEMENT AGREEMENT

Sandheinrich Brothers, Inc., a corporation doing business in the Village of Freeburg, County of St. Clair, State of Illinois, hereinafter referred to as "Sandheinrich" and the Village of Freeburg, Illinois, hereinafter referred to as "the Village" enter into this First Supplemental Permanent Utility Easement Agreement, hereinafter referred to as "First Supplemental Agreement" dated this _____ day of February, 2017, relating to a Permanent Utility Easement (which includes a Temporary Constriction Easement)(collectively hereinafter "Permanent Utility Easement"), between the parties herein.

1. That the Village is performing work on right of way owned by the Village in front of property owned by Sandheinrich.

2. That in conjunction with this work, Sandheinrich has offered to grant the Village a Permanent Utility Easement, a copy of which is attached hereto as Exhibit A.

3. That the Village and Sandheinrich previously entered into a Permanent Utility Easement Agreement for this project, a copy of which is attached hereto as Exhibit B.

4. That in addition to Exhibit B, and in exchange for the granting of the Permanent Utility Easement, the Village now further agrees to the following:

   a. The Village agrees to pay Sandheinrich $500.00 per day for each day, or part of a day, that work is performed for this project for up to a maximum of ten (10) additional days (in addition to the five (5) days previously agreed to in Exhibit B). (for example, if three (3) days of work are performed, the Village shall pay $1,500.00). Accordingly, the maximum additional amount potentially due and owing to Sandheinrich from the Village is $5,000.00. If work is required to be performed for more than ten (10) additional days, a supplemental agreement between the parties shall be negotiated.

5. This First Supplemental Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

6. This First Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. That any disputes concerning this First Supplemental Agreement shall be heard exclusively in the

Circuit Court of St. Clair County, Twentieth Judicial Circuit, State of Illinois.

8. This First Supplemental Agreement constitutes the entire agreement between the parties, and there are no other agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless in writing and signed by both parties.

So Agreed and dated this _____ day of _____, 2017.

_____
KEVIN SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

_____
JEFFREY SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

And

VILLAGE OF FREEBURG

By_____
Village Administrator – Tony Funderburg

"Exhibit A"

PERMANENT UTILITY EASEMENT

GRANTOR, SANDHEINRICH BROTHERS, INC., a corporation, doing business in the County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE**, VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages sustained as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement area for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this 14th day of February, 2017.

Kevin Sandheinrich

KEVIN SANDHEINRICH on behalf of SANDHEINRICH BROTHERS, INC., Grantor

Jeffrey Sandheinrich

JEFFREY SANDHEINRICH on behalf of SANDHEINRICH BROTHERS, INC., Grantor

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that KEVIN SANDHEINRICH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 14 day of February, 2017.

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

Julia A. Polson
Notary Public

ACCEPTED this 14 day of February, 2017.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JEFFREY SANDHEINRICH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 14 day of February, 2017.

Julia A. Polson
Notary Public

ACCEPTED this 14 day of Febr, 2017.

Tony Funderburg
Village Administrator

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

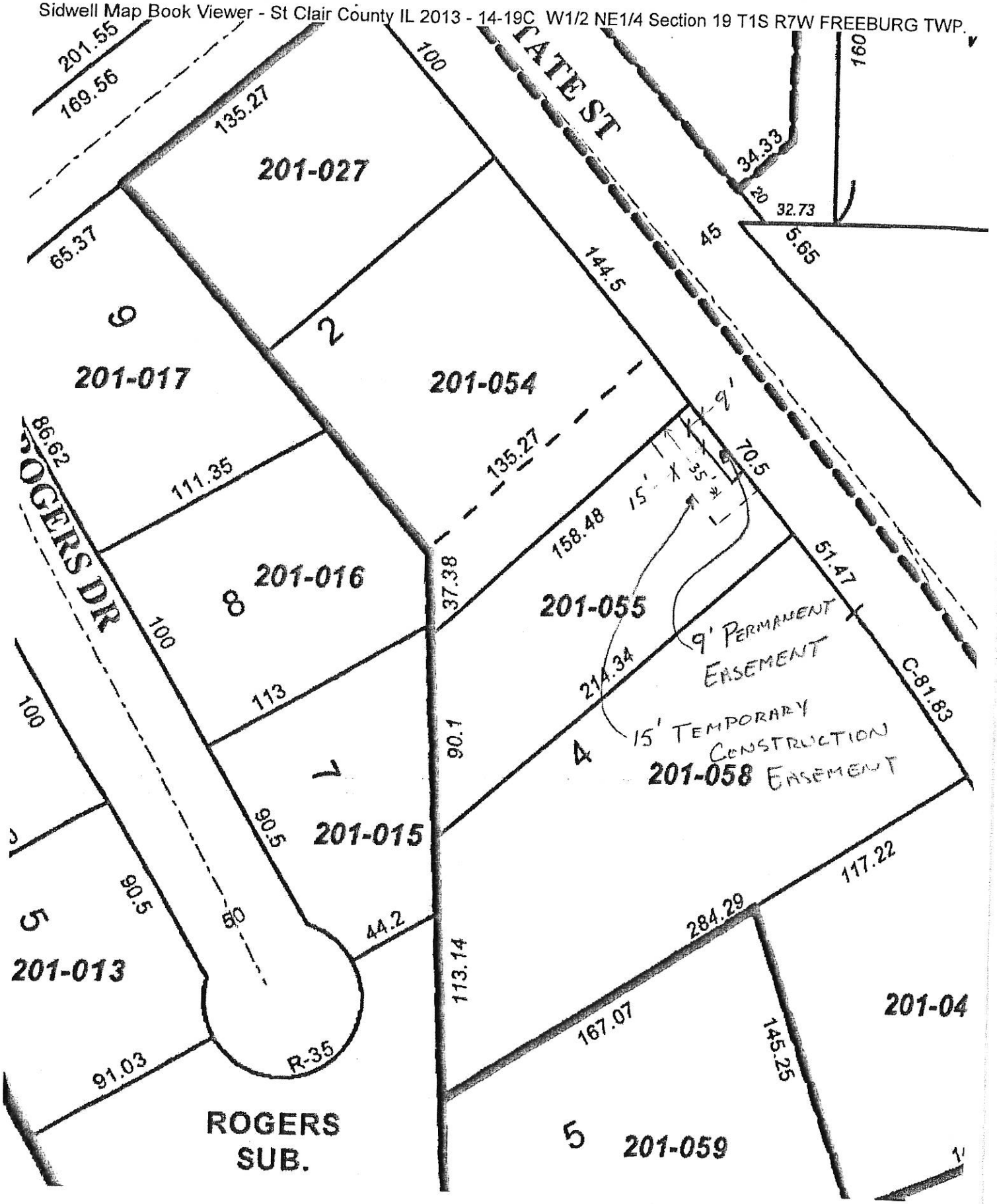
VILLAGE OF FREEBURG
Wastewater Collection System Improvements
Proposed Utility Easement to be Acquired From
Sandheinrich Brothers, Inc.
Parcel No. 14-19.0-201-055
February 13, 2017

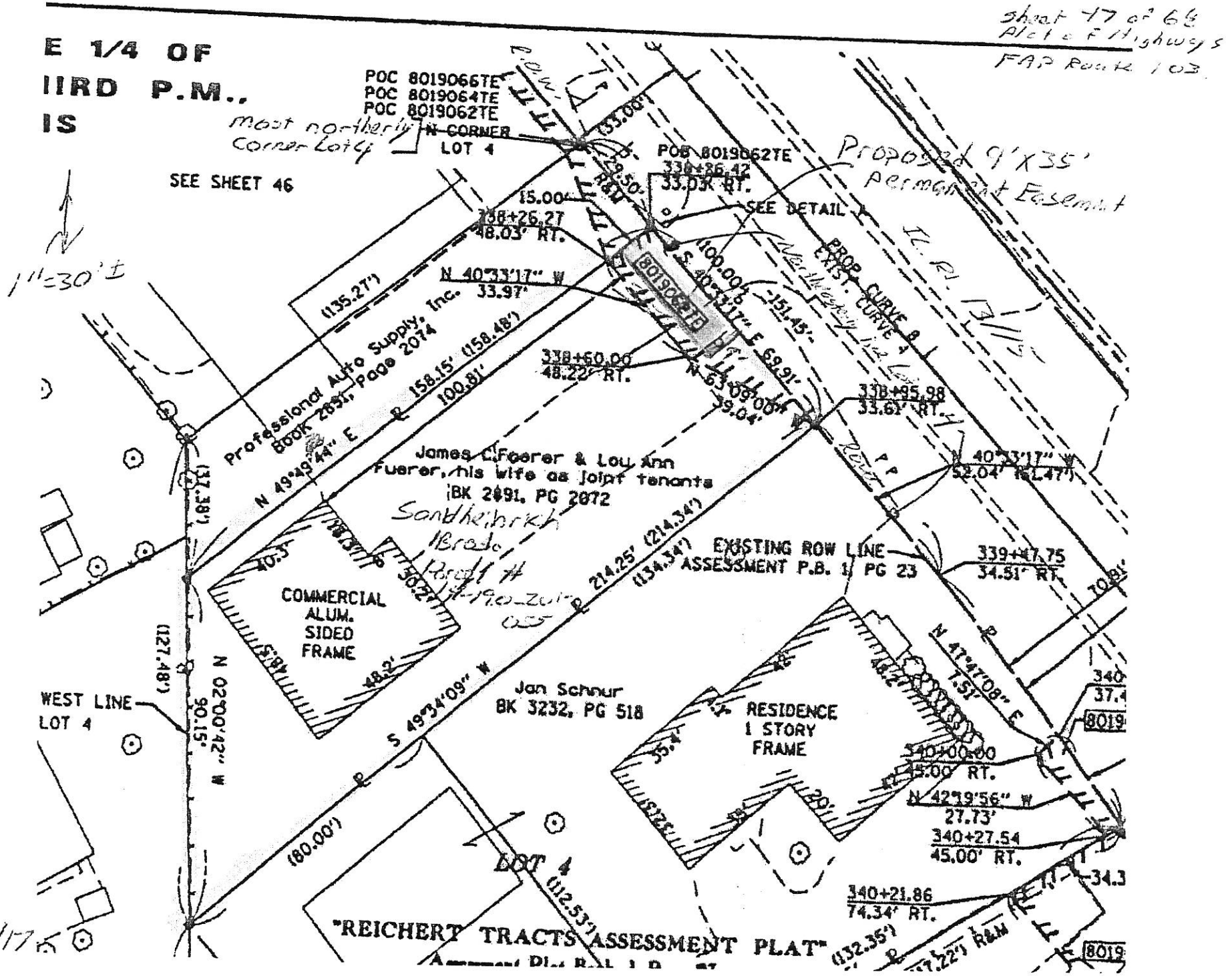
A permanent utility easement nine (9.0) feet in width across part of Lot 4 of "Reichert Tracts Assessment Plat", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Assessment Plats 1 on page 23, said Lot 4 being part of the west half of the northeast quarter of Section 19, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, the easement being more particularly described as follows:

Commencing at the most northerly corner of said Lot 4; thence on an assumed bearing of South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 29.50 feet to the most northerly corner of a tract of land conveyed to Sandheinrich Brothers, Inc. by Warranty Deed dated September 23, 2016 and recorded in said Recorder's Office as Document Number A02511982, the point of beginning of the permanent utility easement herein described; thence continuing South 40 degrees 33 minutes 17 seconds East on the northeasterly line of Lot 4, a distance of 35.0 feet to a point; thence South 49 degrees 26 minutes 43 seconds West, a distance of 9.0 feet to a point; thence North 40 degrees 33 minutes 17 seconds, parallel with the northeasterly line of Lot 4, a distance of 35.0 feet to a point on the northwesterly line of the above referenced Sandheinrich Brothers, Inc. tract; thence North 49 degrees 49 minutes 44 seconds East on said northwesterly line, a distance of 9.0 feet to the point of beginning.

ALSO, a temporary construction easement fifteen (15.0) feet in width lying southwesterly of and contiguous with the southwesterly line of the above described permanent easement. This temporary construction easement shall expire 60 days after the completion of the installation of a sanitary sewer pipeline and its appurtenances.

Sidwell Map Book Viewer - St Clair County IL 2013 - 14-19C W1/2 NE1/4 Section 19 T1S R7W FREEBURG TWP.





Sheet 47 of 68
Plat of Highways
FAP Route 103
E 1/4 OF
IIRD P.M.,
IS
POC 8019066TE
POC 8019064TE
POC 8019062TE
N CORNER
LOT 4
Most northerly Corner Lot 4
SEE SHEET 46
1"=30'±
POB 8019062TE
338+86.42
33.03' RT.
SEE DETAIL A
Proposed 9'X35' Permanent Easement
15.00'
338+26.27
48.03' RT.
N 40°33'17" W
33.97'
(135.27')
Professional Auto Supply, Inc.
Book 2891, Page 2074
N 49°49'44" E
158.15' (158.48')
100.81'
338+60.00
48.22' RT.
S 40°33'17" E 69.91'
N 63°09'00" W
39.04'
PROP. CURVE 8
EXIST. CURVE 4
338+95.98
33.61' RT.
N 40°33'17" W
52.04' (51.47')
James C. Foerer & Lou Ann
Fuerer, his wife as joint tenants
BK 2891, PG 2072
Sandheinrich
Brad
Parcel #
214.25' (214.34')
(134.34')
EXISTING ROW LINE
ASSESSMENT P.B. 1, PG 23
339+47.75
34.51' RT.
COMMERCIAL
ALUM.
SIDED
FRAME
(37.38')
(127.48')
N 02°00'42" W
90.15'
WEST LINE
LOT 4
S 49°34'09" W
Jan Schnur
BK 3232, PG 518
RESIDENCE
1 STORY
FRAME
N 47°47'08" E
7.51'
340+00.00
45.00' RT.
N 42°19'56" W
27.73'
340+27.54
45.00' RT.
340+21.86
74.34' RT.
(80.00')
LOT 4
(112.53')
(132.35')
"REICHERT TRACTS ASSESSMENT PLAT"
2/13/17

PERMANENT UTILITY EASEMENT AGREEMENT

Sandheinrich Brothers, Inc., a corporation doing business in the Village of Freeburg, County of St. Clair, State of Illinois, hereinafter referred to as "Sandheinrich" and the Village of Freeburg, Illinois, hereinafter referred to as "the Village" enter into this Permanent Utility Easement Agreement, hereinafter referred to as "Agreement" dated this 14th day of February, 2017, relating to a Permanent Utility Easement (which includes a Temporary Constriction Easement)(collectively hereinafter "Permanent Utility Easement"), between the parties herein.

1. That the Village is performing work on right of way owned by the Village in front of property owned by Sandheinrich.

2. That in conjunction with this work, Sandheinrich has offered to grant the Village a Permanent Utility Easement, a copy of which is attached hereto as Exhibit A.

3. That in exchange for the granting of the Permanent Utility Easement, the Village agrees to the following:

a. The Village agrees to pay Sandheinrich $2,000.00; and

b. The Village agrees to pay Sandheinrich $500.00 per day for each day or part of a day that work is performed pursuant hereto, for up to a maximum of five (5) days. (for example, if three (3) days of work are performed, the Village shall pay $1,500.00). Accordingly, the maximum amount potentially due and owing to Sandheinrich from the Village is $2,500.00. If work is required to be performed for more than five (5) days, a supplemental agreement between the parties shall be required; and

c. The Village agrees to asphalt from the concrete apron past the manhole five (5) feet plus oil and chip any area in the parking lot that is disturbed by the work by no later than October 1, 2017; and

d. The Village agrees to fix the highway sign if it is damaged in any way during construction. This includes issues from the ground settling after the project is complete; and

e. The Village agrees to pay up to a maximum of $500.00 for Sandheinrich's attorneys' fees for consultation and review of this Agreement, to be remitted directly by the Village to Sandheinrich's designated attorney.

4. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. That any disputes concerning this Agreement shall be heard exclusively in the Circuit Court of St. Clair County, Twentieth Judicial Circuit, State of Illinois.

7. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless in writing and signed by both parties.

So Agreed and dated this 14th day of February, 2017.

Kevin Sandheinrich

KEVIN SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

Jeffrey Sandheinrich

JEFFREY SANDHEINRICH on behalf of
SANDHEINRICH BROTHERS, INC.

And

VILLAGE OF FREEBURG

By _____
Village Administrator – Tony Funderburg

EXHIBIT J

RESOLUTION NO. 17-05

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Village President to Accept a Permanent Utility Easement from Michael Crowe

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Permanent Utility Easement between the Village of Freeburg and Michael Crowe, for the purposes of constructing, installing and maintaining utilities owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village President of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Michael Crowe, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

Seth E. Speiser
Village President

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

PERMANENT UTILITY EASEMENT

GRANTOR, MICHAEL CROWE

County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE**, VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE**, under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE**.

Dated this 16 day of February, 2017.

MICHAEL CROWE, Grantor

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL CROWE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this 16 day of February, 2017.

Notary Public

ACCEPTED this ____ day of _____, 2017.

OFFICIAL SEAL
JULIA A POLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/21

Seth Speiser – Village President

RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

VILLAGE OF FREEBURG
Utility Extension to Crowe Subdivisions
Proposed 20' Utility Easement to be Acquired from David Threlkeld

Parcel No. 14-29.0-400-044
January 23, 2017

A permanent utility easement twenty (20.0) feet in width across part of the southeast quarter of Section 29, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Lake Drive with the southerly extension of the east right-of-way line of Carina Drive, reference being had to the plat of "SATURN TERRACE" recorded in the Recorder's Office of said St. Clair County in Book of Plats 63 on page 152; thence on a record bearing of North 00 degrees 08 minutes West on said extension of the east line of Carina Drive, a distance of 40.0 feet to the point of beginning of the easement herein described; thence continuing North 00 degrees 08 minutes West on said extension and on the east right-of-way line of Carina Drive, a distance of 20.0 feet to a point; thence North 89 degrees 52 minutes 31 seconds East, a distance of 550.0 feet to a point on the west line of Lot 1 of "CROWE SUBDIVISION", reference being had to the plat thereof recorded in said Recorder's Office as Document No. A02148367; thence South 00 degrees 11 minutes 46 seconds East on said west line, a distance of 10.0 feet to a concrete monument on the north line of a fifty (50) foot wide roadway easement conveyed to Henry J. Schneider and Violet G. Schneider by Warranty Deed dated October 2, 1962 and recorded in said Recorder's Office in Book 1809, page 183; thence continuing South 00 degrees 11 minutes 46 seconds East on the west line of Lot 1, a distance of 10.0 feet to a point; thence South 89 degrees 52 minutes 31 seconds West, parallel with the north line of the above referenced fifty (50) foot wide easement, a distance of 550.0 feet, more or less, to the point of beginning.

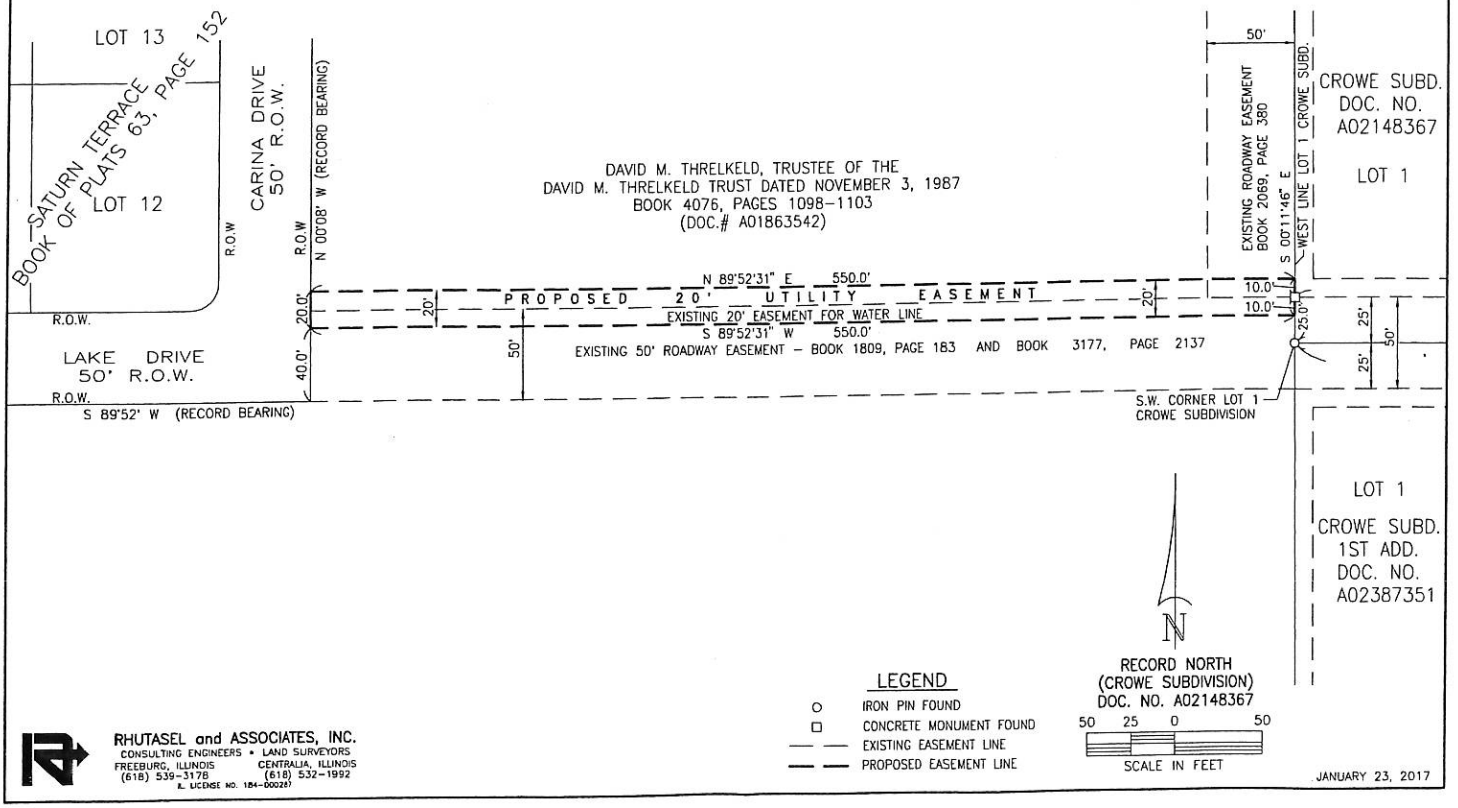
Reply To:
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

EASEMENT SKETCH

PART OF THE S.E. 1/4 OF SECTION 29
T. 1 S., R. 7 W OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
FREEBURG, ILLINOIS (618) 539-3178
CENTRALIA, ILLINOIS (618) 532-1992
IL LICENSE NO. 184-00028

JANUARY 23, 2017

K:\30217_Freeburg 2017 Surveys\304_Easements\THRELKELD SKETCH.dwg, 1/23/2017 2:26:37 PM

EXHIBIT K

RESOLUTION NO. 17-06

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Purchase and the Village President to Accept a Permanent Utility Easement from David Threlkeld

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interests of the Village to enter into a Permanent Utility Easement between the Village of Freeburg and David Threlkeld, for the purposes of constructing, installing and maintaining utilities owned and operated by the Village of Freeburg.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTON 2: The Village President of the Village of Freeburg, Illinois, is hereby authorized to execute the Permanent Utility Easement between the Village of Freeburg and Michael Crowe, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 21st DAY OF FEBRUARY, 2017.

Vote Recorded:

AYES: _____ NAYS: _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT: _____

Seth E. Speiser
Village President

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

PERMANENT UTILITY EASEMENT

GRANTOR, DAVID THRELKELD

County of St. Clair, State of Illinois, in consideration of One Dollar ($1.00) and other Good and Valuable Consideration, does hereby convey, grant and quit claim to the **GRANTEE,** VILLAGE OF FREEBURG, a municipality, and its successors and assigns, a permanent utility easement for all utilities owned and operated or hereinafter acquired by **GRANTEE,** under and across the following land owned by the GRANTOR in St Clair County, Illinois. The easement is granted over the following described real estate, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

The **GRANTEE** and **GRANTOR** agree to the following conditions and provision as to the permanent utility easement.

1. **GRANTEE** will bury all utilities deep enough so as not to interfere with **GRANTORS'** normal use of the property and shall return the property to its original condition after installation is completed and shall be responsible for actual direct damages occurring on the property as a result of the construction, operation, maintenance or repair of the utility. **GRANTORS** will continue to have access to this easement for normal use in a manner so as to not inflict any damages to utilities installed on the easement by the **GRANTEE.**

Dated this _____ day of _____, 2017.

_____
DAVID THRELKELD, Grantor

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that DAVID THRELKELD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and notarial seal, this ____ day of _____, 2017.

_____
Notary Public

ACCEPTED this ____ day of _____, 2017.

_____
Seth Speiser – Village President

RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

RHUTASEL and ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS

VILLAGE OF FREEBURG
Utility Extension to serve Crowe Subdivisions
Proposed 25' Utility Easement to be Acquired from Michael Crowe

Parcels No. 14-29.0-400-046 and 047
January 23, 2017

A permanent utility easement twenty-five (25.0) feet in width across part of Lots 1 and 2 of "CROWE SUBDIVISION", a subdivision of part of the southeast quarter of Section 29, Township 1 South, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County as Document No. A02148367, more particularly described as follows:

Beginning at an iron pin at the southwest corner of Lot 1 of said "CROWE SUBDIVISION"; thence on a record bearing of North 00 degrees 11 minutes 46 seconds West on the west line of said Lot 1, a distance of 25.0 feet to a concrete monument on the north line of a fifty (50) foot wide roadway easement conveyed to Henry J. Schneider and Violet G. Schneider by Warranty Deed dated October 2, 1962 and recorded in said Recorder's Office in Book 1809, page 183; thence North 89 degrees 48 minutes 14 seconds East, a distance of 550.0 feet to the northeast corner of said fifty (50) foot wide roadway easement; thence South 00 degrees 11 minutes 46 seconds East on the east line of said roadway easement, a distance of 25.0 feet to a point on the south line of Lot 2 of said "CROWE SUBDIVISION"; thence South 89 degrees 48 minutes 14 seconds West on the south line of Lots 2 and 1, a distance of 550.0 feet to to the point of beginning.

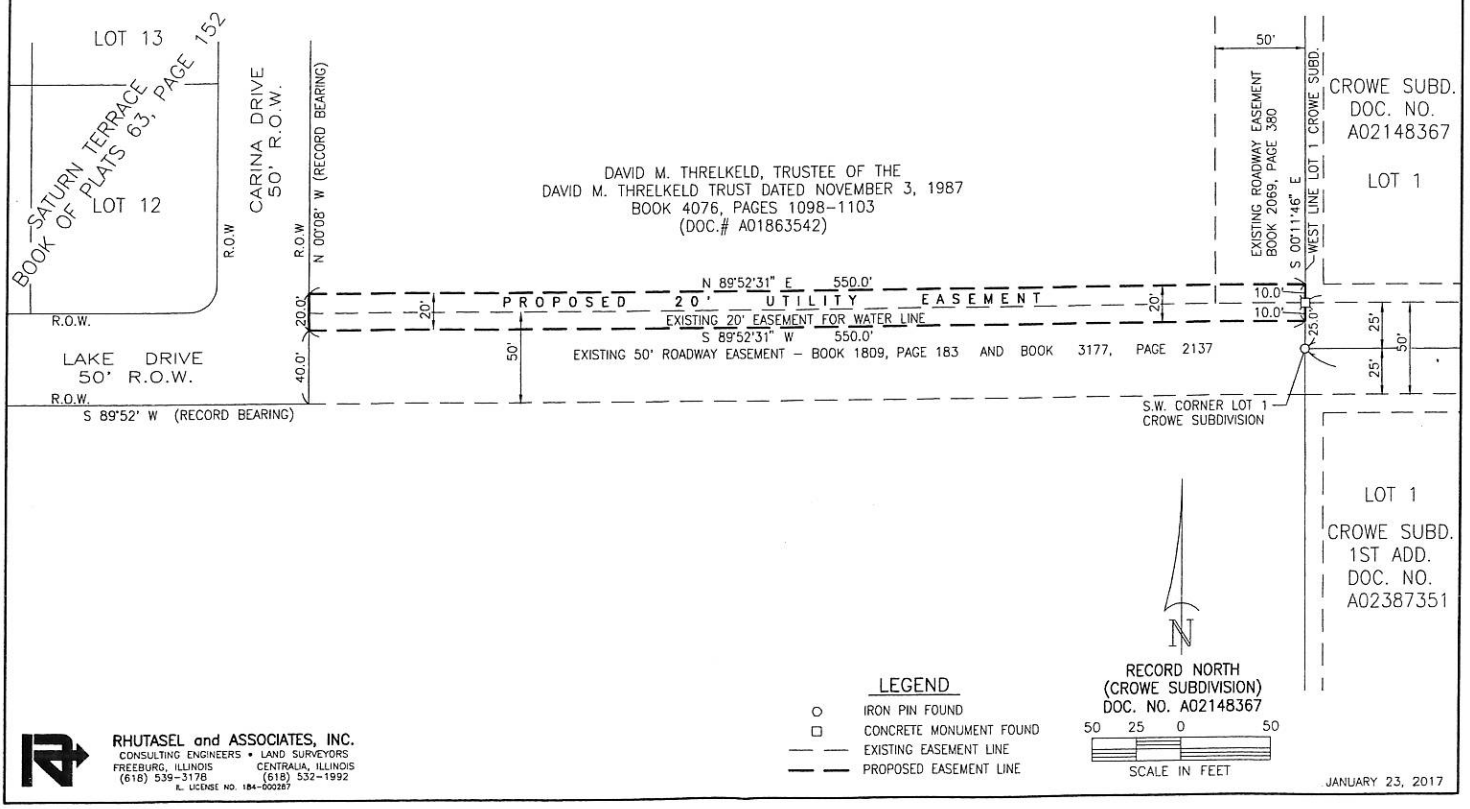
Reply To:
4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243-0097
Phone: (618) 539-3178
Fax: (618) 539-3174
E-mail: raai.freeburg@rhutasel.net

www.rhutasel.net

201 South Locust Street
Centralia, Illinois 62801-3508
Phone: (618) 532-1992
Fax: (618) 532-1993
E-mail: raai.centralia@rhutasel.net

EASEMENT SKETCH

PART OF THE S.E. 1/4 OF SECTION 29
T. 1 S., R. 7 W OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



LEGEND

- ○ IRON PIN FOUND
- □ CONCRETE MONUMENT FOUND
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE

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

JANUARY 23, 2017

K:\310217_Freeburg 2017 Surveys\304_Easements\THRELKELD SKETCH.dwg, 1/23/2017 2:26:37 PM

ORDINANCE NO. 1621

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS (DOTSON 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 east half of the southwest quarter of Section 24, Township 1 South, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Commencing at a brass plug as the southeast corner of the southwest quarter of said Section 24; thence North 00 degrees 03 minutes 32 seconds West on the east line of the southwest quarter of Section 24, a distance of 40.00 feet to an iron pipe on the north right-of-way line of County Highway No. 47 (known as Douglass-Freeburg Road and West Apple Street), reference being had to the plat thereof recorded in the Recorder's Office of said St. Clair County in Plat Book 45 on pages 98-100, said iron pipe being the point of beginning of the tract of land herein described; thence continuing North 00 degrees 03 minutes 32 seconds West on the east line of said southwest quarter, a distance of 292.00 feet to an iron pin; thence North 89 degrees

51 minutes 59 seconds West, a distance of 375.00 feet to an iron pin; thence South 00 degrees 03 minutes 32 seconds East, a distance of 287.00 feet to an iron pin on the north right-of-way line of the above referenced County Highway No. 47; thence South 89 degrees 51 minutes 59 seconds East on said north right-of-way line, a distance of 122.40 feet to an iron pin; thence South 00 degrees 08 minutes 01 seconds West on said north right-of-way line, a distance of 5.00 feet to an iron pin; thence South 89 degrees 51 minutes 59 seconds East on said north right-of-way line, a distance of 252.62 feet to the point of beginning, containing 2.50 acres, more or less, together with that part of the right-of-way of the above referenced County Highway No. 47 (West Apple Street) that lies south of and adjoining the above described 2.50 acre tract, all being contiguous with the existing corporate limits of the Village of Freeburg, Illinois.

Commonly known as: 1208 W. Apple Street
PIN: 13-24.0-302-003

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. 1621 cont.

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 21st day of February, 2017.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approved as to Legal Form:

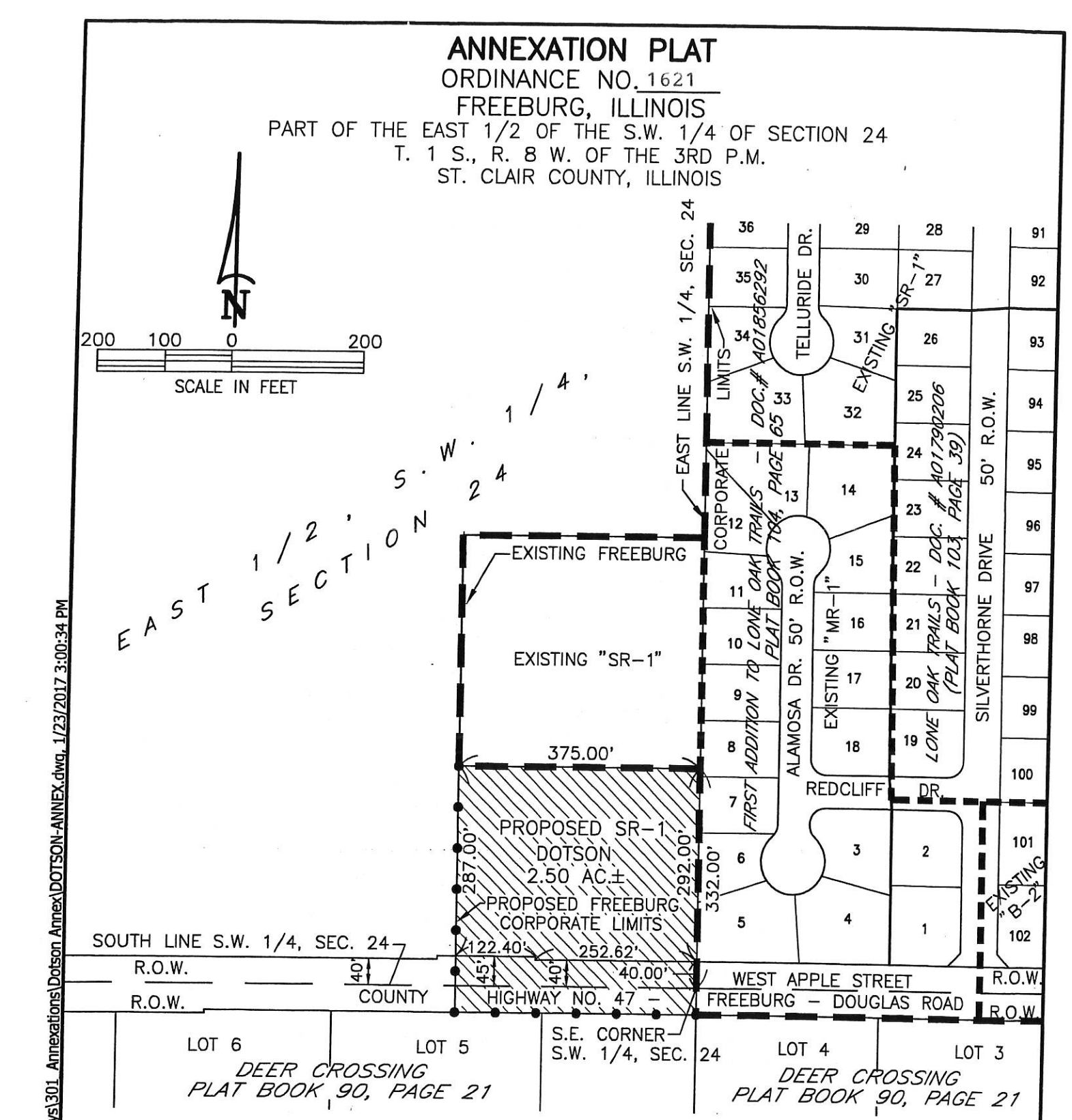
Fred Keck
Village Attorney

ANNEXATION PLAT

ORDINANCE NO. 1621

FREEBURG, ILLINOIS

PART OF THE EAST 1/2 OF THE S.W. 1/4 OF SECTION 24
T. 1 S., R. 8 W. OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



LEGEND

- EXISTING CORPORATE LIMITS OF FREEBURG
- EXISTING ZONE DISTRICT BOUNDARY
- PROPOSED CORPORATE LIMITS OF FREEBURG
- PROPOSED ANNEXATION

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

Gale E Hake 1/24/17

GALE E. HAKE, I.P.L.S. NO. 2579 DATE
LICENSE EXPIRATION DATE: 11/30/2018

STATE OF ILLINOIS ★ GALE E. HAKE 35-2579 FREEBURG ILLINOIS ★ PROFESSIONAL LAND SURVEYOR

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

K:\30217 Freeburg 2017 Surveys\301 Annexations\Dotson Annex\DOTSON-ANNEX.dwg, 1/23/2017 3:00:34 PM

PETITION FOR ANNEXATION)
OF TERRITORY KNOWN AS THE)
DENNIS AND JACQUELINE DOTSON)
PROPERTY, 1208 W. APPLE STREET)
TO THE VILLAGE) ORDINANCE NO. 1621
OF FREEBURG, ILLINOIS)

AFFIDAVIT

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

Affiant, JULIE A. POLSON, being first duly sworn on her oath, states:

1. That she is the Office Manager 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 February 1, 2017, Affiant sent notices in writing by certified mail to the following Smithton Board of Township Trustees:

Donald Barkau, 6940 Holcolm School Road, Freeburg, IL 62243
Mark Rodriguez, 606 Klein Drive, Smithton, IL 62285
Neil Espenscheid, 5120 Kraft Road, Freeburg, IL 62243
Quentin Grommet, 3880 High Prairie School Road, Freeburg, IL 62243

4. That on February 1, 2017, Affiant sent a notice in writing by certified mail to the Township Supervisor: William Weber, 203 N. Main Street, Smithton, IL 62285;

5. That on February 1, 2017, Affiant sent a notice in writing by certified mail to the Township Clerk: Reynold Ledbetter, 4405 Wildhorse Road, Smithton, IL 62285;

6. That on February 1, 2017, Affiant sent a notice in writing by certified mail to the Township Highway Commissioner: Pat Nichols, 5 Adams St., Smithton, IL 62285;

8. That on February 1, 2017, Affiant sent a notice in writing by

certified mail to the Freeburg Area Library: 407 S. Belleville, Freeburg, IL 62243;

9. That on February 1, 2017, Affiant sent a notice in writing by certified mail to the Freeburg Fire Protection District: 410 W. High Street, Freeburg, IL 62243;

10. That a receipt was returned to Affiant showing delivery of notice to Neil Espenscheid on February 3, 2017.

8. That a receipt was returned to Affiant showing delivery of notice to Mark Rodriguez on February 4, 2017.

9. That receipts were returned to Affiant showing delivery of notices to Pat Nichols and Freeburg Fire Protection District on February 6, 2017.

10. That receipts were returned to Affiant showing delivery of notices to Donald Barkau and Quentin Grommet on February 7, 2017.

11. That receipts were returned to Affiant showing delivery of notices to William Weber, Reynold Ledbetter and Freeburg Area Library with no date of service annotated.

Further Affiant sayeth naught.

Julie A. Polson

Julie A. Polson

Subscribed and sworn to before me this 14th day of February, 2017.

Notary Public

OFFICIAL SEAL
JANE A KRAMPER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/16/20

EXHIBIT M

ORDINANCE NO. 1622

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG AND AH REALTY ADVISORS, LLC FOR PROFESSIONAL SERVICES

WHEREAS, AH Realty Advisors, LLC has submitted its proposal/agreement to be the sole agent for the Freeburg Industrial Park properties, and;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement with AH Realty Advisors, LLC to provide such professional services,

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

SECTION 1. The recitals set forth above are hereby adopted found true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2. The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into an agreement for professional services to be the sole agent for the Freeburg Industrial Park properties.

SECTION 3. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

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

PASSED by the Board of Trustees and approved by the Mayor this 21st day of February, 2017.

ORDINANCE NO. 1622 cont.

AYES _____ NAYS _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT _____ ABSTAIN _____

_____
Jerry Menard, Village Clerk

Approved this _____ day of _____, 2017.

VILLAGE OF FREEBURG, ILLINOIS

_____
Seth Speiser, Village President

ATTEST:

_____
Jerry Menard, Village Clerk

Approval as to Legal Form:

_____
Fred W. Keck
Village Attorney

_____

This Amendment has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® Members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

LISTING AMENDMENT

SIR/MLS Listing Number 4501356 with Village of Freeburg
(name of Seller)

For property located at 8 Industrial Dr. Freeburg, IL 62243
(property address)

is herewith amended and this document shall become an attachment to the listing.

Price is changed from $ _____ to $ _____

Expiration date is changed from 1/25/2017 to 1/25/2018

Other terms of the Listing Contract are changed as follows: _____

_____

_____

_____

_____

Seller Date Seller Date

Managing Broker Date

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EXHIBIT N

ORDINANCE NO. 1623

AN ORDINANCE AUTHORIZING THE SALE OF LOT 8 OF THE FREEBURG INDUSTRIAL PARK

WHEREAS, 65 ILCS 5/11-74-1 *et seq.* authorizes the Village of Freeburg to acquire and to sell certain industrial projects at a price and on such terms as determined by the Village; and

WHEREAS, the Village of Freeburg has acquired certain real estate known as the Freeburg Industrial Park and has determined that it is in the best interests of the Village to sell Lot 8 of the Freeburg Industrial Park to BDT Realty, LLC for the sum of Forty-seven Thousand ($47,000.00) Dollars, upon the terms and conditions as set forth in the Agreement for Sale attached hereto and incorporated herewith; and

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

1. The President and Clerk of the Village of Freeburg are hereby authorized to execute the Agreement for Sale attached hereto as "Exhibit A" providing for the sale of Lot 8 of the Freeburg Industrial Park to BDT Realty LLC or the sum of Forty-seven Thousand ($47,000.00) Dollars, upon the terms and conditions as set forth in said Agreement.

2. The President and Clerk of the Village of Freeburg are further authorized to execute and deliver any deeds, closing statements, or other documents necessary to complete this transaction.

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

PASSED by the Board of Trustees and approved by the Mayor this 21st day of February, 2017, and deposited and filed in the Office of the Village Clerk on said date.

YEAS _____ NAYS _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSENT _____ ABSTAIN _____

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 February, 2017.

Seth E. Speiser
Village President

ATTEST:

Jerry Menard
Village Clerk

Approval as to Legal Form:

Fred W. Keck
Village Attorney

This Amendment has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

REALTOR®

EQUAL HOUSING OPPORTUNITY

CONTRACT TO PURCHASE AMENDMENT

CONTRACT DATED: 2-3-2017

PROPERTY: 8 Industrial Dr. Freeburg,Il.62243

BY AND BETWEEN: Village of Freeburg, Seller

and BDT Realty,LLC, Buyer.

The parties agree that due to a change in circumstances, the Parties have agreed to amend the Contract with the following terms:

1. Contract – Paragraph # 36, Line # 448 is changed as follows:

Acceptance deadline to be 2-17-2017

2. Contract – Paragraph #_____, Line #_____ is changed as follows:

3. Contract – Paragraph #_____, Line #_____ is changed as follows:

4. Contract – Paragraph #_____, Line #_____ is changed as follows:

5. Contract – Paragraph #_____, Line #_____ is changed as follows:

6. Contract – Paragraph #_____, Line #_____ is changed as follows:

7. Contract – Paragraph #_____, Line #_____ is changed as follows:

In the event of a conflict between this Amendment and the Contract, this Amendment shall control. All other terms and conditions of the Contract remain unchanged and are in full force and effect. All capitalized terms herein not otherwise defined shall have the same meaning as in the Contract.

Seller Date

Seller Date

Buyer 2/8/2017 Date

Buyer 2/8/2017 Date

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APPROVED BY THE SOUTHWESTERN ILLINOIS REGIONAL MULTIPLE LISTING SERVICE, INC

REALTOR®

CONTRACT TO PURCHASE LAND/LOT

EQUAL HOUSING OPPORTUNITY

This Contract has been prepared by legal counsel to SIR/MLS, Inc. and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

Date: 2-3-2017

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

1. **MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all appurtenances thereof upon the terms set forth in this Contract: Legal Description/Permanent Parcel Number 14-31.0-228-002 situated in St.Clair County, Illinois, commonly known as 8 Industrial Dr. Freeburg,Il.62243 with an approximate acreage/lot size of 4.2 acres ("Property") survey legal, if any, to govern. "Buyer" and "Seller" as used in this Contract shall mean those parties respectively set forth on the signature page hereof, for purposes hereof, this document and all approved addenda shall be referred to as the "Contract".

2. **DUAL AGENT.** The Parties confirm(s) that they have previously consented to the Designated Agent (designated on the last page of this Contract) acting as a dual agent in providing brokerage services on behalf and specifically consent(s) to Designated Agent acting as a dual agent in regard to this transaction.
Seller Initials_____ Buyer Initials_____

3. **INCLUSIONS/EXCLUSIONS:** The following **ITEMS** are included in the sale and are the exclusive property of the Seller, having been paid in full:

Inclusions:

_____

_____

_____

Exclusions:

_____

_____

_____

4. **OFFER AND ACCEPTANCE.** These terms shall constitute an offer, which shall expire and any Earnest Money (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance Deadline (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. THE "EFFECTIVE DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).

5. **TENANCY.** Title to be taken as (choose one):
☐ joint tenants ☐ tenants in common ☐ tenant in severalty ☒ to be determined.

6. **PURCHASE PRICE.** $ $47,000 ("Purchase Price")
$ 250 ("Earnest Money") to be held in the escrow account of Illinois Title and Escrow, as Escrow Agent for disposition in accordance with this Contract and as required by law. The parties believe that the Property comprises 4.2 acres, but no more than 4.2 acres. If, after the survey, the acreage is not within the parameters in the previous sentence, at their option, the Buyer or Seller may terminate the Contract. For Termination Procedure, see Paragraph 35.

7. **CLOSING AND POSSESSION.** The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase Price for disbursement to the Seller. The Closing under this Contract shall take place on or before 45 days from acceptance at the office of the title company or insured escrow agent ("Closing Agent" or "Title Company") as chosen by the Seller, subject to the provisions of this Contract. ***Except as may be provided by Addendum, Seller shall deliver***

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possession to the Property to Buyer no later than the time of Closing. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the HUD/RESPA statement, including both Buyer and Seller information. Seller grants Buyer and Buyer's Designated Agent the right to "walk through" the Property ***within four (4) days prior to Closing.*** The purpose of the "walk through" is for the Buyer and the Buyer's Agent to verify that the Property is in the same general condition it was as of the Effective Date of this Contract. Waiver of inspections herein does not waive the right to a "walk through" prior to Closing.

8. **AGREEMENTS IMPACTING PROPERTY:** If any agreements impact the Property, including without limitation (i) land, CRP, (hereafter defined Conservation Reserve Program) or similar set back agreements and/or (ii) recorded or non--recorded, oral or written lease agreements, Seller shall, ***within five (5) days of Acceptance Deadline*** (hereafter defined), disclose and provide for review same to Buyer. If Seller does not disclose these agreements ***within five (5) days of Acceptance Deadline*** or if Buyer does not agree to the terms of the agreements, Buyer may terminate this Contract ***within ten (10) days of Acceptance Deadline*** by delivery of a Termination Notice to the Seller and Seller shall promptly sign the Termination Notice. Seller shall give timely written notice to tenant, before closing, if they can/cannot continue to lease subject Property.

9. **MINERAL RIGHTS:** Any mineral rights, owned by Seller, to be transferred to Buyer at closing.

10. **PROPERTY INSPECTION CONTINGENCY:** Subject to the terms of this Section 10, Buyer and Seller agree that the Property is being sold in its present, "AS IS" condition, with no warranties, expressed or implied, and that conditions of the Property that are visible on a reasonable inspection by the Buyer should either be taken into account by the Buyer in the Purchase Price, or the Buyer should make the correction of these conditions by Seller a requirement of the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.

(A) DUE DILIGENCE. The Parties also acknowledge that the real estate agents and agencies involved in this transaction have no special training or experience with respect to the environmental aspects of the Property or with discovering and/or evaluation of defects. Buyer states that no important representations concerning the condition of the Property are being relied upon by Buyer, except as disclosed in writing or as fully set forth herein.

(B) TIME FRAME. Within the earlier date of ***one hundred twenty (120) days after the Acceptance Deadline*** (hereafter defined) ***or ten (10) days prior to the Closing Date,*** Buyer, at his option and expense, may obtain written inspection reports from Inspectors, qualified engineers, environmental, Governmental Agencies, and/or utility companies and shall furnish a copy thereof and the Inspection Response to Seller stating in writing any defects unacceptable to Buyer. Failure of Buyer to serve the Inspection Response to the Seller within such time shall waive the contingency. Seller agrees to make the property available for inspections.

(C) ENVIRONMENTAL DEFECT. For purposes of this section an environmental defect is a toxic or hazardous substance at a level and condition found above those set as acceptable by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Illinois Emergency Management Agency or applicable local governmental agency. If the stated defect is any toxic or hazardous substance, the Seller, at his option and expense, must have the substance remediated, removed, or reduced to an acceptable level prior to Closing and provide the Buyer proof of re-inspection or terminate the Contract by serving Termination Notice on the Buyer with a release of the Earnest Money. Buyer, at his sole discretion, may accept the plan of remediation or determine to terminate this Contract. Upon termination by either Party, Seller and Buyer shall sign the Termination Notice to release the Earnest Money to the Buyer. For Termination Procedure see Paragraph 35.

(D) INSPECTION REMEDIES. If the Contract is not declared terminated pursuant to Section C Environmental Defect, as described above, and the Buyer has delivered Buyer's Inspection Response to Seller, then Buyer and Seller shall have ***ten (10) days after Seller's receipt of the Inspection Response*** in which to reach an agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:

(a) Who shall pay a specific portion of such repairs and the individuals who will do the work, or
(b) An agreed monetary adjustment at Closing in lieu of the correction or defects, or
(c) Terms which include who shall pay and what contractors will do a portion of the work together with an agreed monetary adjustment at closing.

(Note: A monetary adjustment may affect the terms of the Buyer's loan, e.g. down payment, interest rate and private mortgage insurance.)

If no written agreement is reached within said ***ten (10) days,*** then either party may terminate this Contract by delivery of a Termination Notice to the other party. Notwithstanding the previous sentence, ***within the ten (10) day period,*** the Seller's written commitment to correct all the defects at his expense prior to Closing or the

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Buyer's written commitment to accept the Property without correction of the defects shall also constitute an "agreement" for purposes of this Section, even if earlier negotiations failed to produce an agreement. In the event of termination, Buyer must show proof of payment to all inspectors prior to release of the Earnest Money. For Termination Procedure see Paragraph 35.

(E) LIABILITY DISCLAIMER. The real estate agent(s) shall not be liable in any way for damages incurred pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any inspections or findings of any Parties in connection with an inspection, or the expense of any Party in connection with this or any other provision forming part of this Contract. Seller warrants that as of the date the Contract was signed, he has not received any written notification from any governmental agency requesting any alterations to the Property, which have not been satisfactorily made or disclosed to the Buyer in writing and will promptly inform Buyer of any such notice received prior to closing.

11. **FINANCING CONTINGENCY.**

■ Mortgage Loan. This Contract is contingent upon Buyer obtaining a loan commitment with a Loan Amount: 80 % of the Purchase Price: Initial annual interest rate not greater than: 5 % for a term no less than 20 years.

Other Terms: _____ ("Loan Terms")
Seller agrees to pay up to $_____ of Buyer's loan Closing costs, prepaid expenses, origination fee and discount costs (points). Pre-approval letter from Buyer's lender ☐attached or ☑shall be submitted to Seller by 5 days of acceptance (Pre-Approval Deadline). If the Buyer does not provide a written pre-approval letter by the Pre-Approval Deadline, Seller may terminate this Contract by delivery of a Termination Notice ***within five (5) days after such Pre-Approval Deadline.*** Failure of Seller to timely deliver such Termination Notice shall be considered a waiver of Seller's rights to receive the Pre-Approval letter. For Termination Procedure, see paragraph 35.

In the event Buyer timely satisfies delivery of a pre-approval letter, Seller waives delivery of a pre-approval letter, or a pre-approval letter is not otherwise required by this Contract, the Buyer must satisfy the balance of the obligations set forth in this Paragraph 11 on or before March 20th 2017 (date). ("Finance Contingency Deadline").

TYPE: ■CNV. ☐Other_____ (Insert appropriate Letter A, B, C or D)

Buyer is required to immediately apply for the financing indicated above and may not rely on any other contingency in this Contract or Addenda to this Contract to delay such application. Buyer shall use due diligence and good faith in obtaining such financing or assumption and in serving upon Seller written evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a copy of a written statement by the lender of such inability upon the Seller, by the Finance Contingency Deadline, the Buyer may terminate this Contract by service of the Termination Notice on the Seller. If Buyer has not served upon Seller written evidence of a Loan Commitment on or before the Finance Contingency Deadline Seller may, ***within five (5) days after the Finance Contingency Deadline,*** terminate this Contract by service of the Termination Notice on Buyer. For Termination Procedure, see Paragraph 35. The Parties herein grant to the Buyer's lender the permission and authority to disclose information concerning the status of the loan (such as additional requirements or predications) to the respective Designated Agents.

(A) **Mortgage Assumption.** If the "Other" box is marked with the Letter A, this Contract is contingent upon Buyer, at Buyer's expense obtaining the lenders' consent, if necessary, to Buyer's assumption of Seller's mortgage, and Contract to pay the existing real estate mortgage loan with an approximate balance of $_____with an interest rate of not greater than_____% per annum, and with a transfer fee of no more than $_____ or_____% of loan amount. Seller agrees to permit such assumption ☐WITH ☐WITHOUT (check one) release of Seller's obligations. Interest, and other loan expenses, shall be prorated as of Closing. If allowed by Seller's lender, any tax or insurance escrow shall be assigned to Buyer and paid for by Buyer at Closing.

(B) **Purchase Money Mortgage** (Seller Financing). If the "Other" box is marked with the Letter B, this Contract is contingent upon the Buyer obtaining a mortgage from Seller on the Loan Terms indicated above. Seller's attorney to prepare the necessary documents, at Buyer's cost and expense, for this transaction and the Parties must agree on the form of same on or before the Finance Contingency Deadline. In the event the Parties cannot so agree, either Party may terminate this Contract. For Termination Procedure see Paragraph 35.

(C) **Secondary Mortgage Loan.** If the "Other" box is marked with the Letter C, this Contract is contingent upon the Buyer obtaining a second mortgage or bridge loan commitment for_____% of the

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Purchase Price from _____ at an initial rate not greater than _____%, for terms not less than _____ years amortized over _____ years with the loan origination fee (points to Buyer) not greater than _____% of the loan amount secured by ☐ this Property and/or ☐ other Property, _____ (address).

(D) **Contract for Deed.** If the "Other" box is marked with the Letter D, the Seller shall prepare the necessary documents, at Buyer's cost and expense, for this transaction and the Parties must agree on the form of same on or before the Finance Contingency Deadline. Contract for Deed Addendum K is attached. For Termination Procedure, see Paragraph 35.

☐ **Cash Transaction.** This Contract is not contingent on financing. Buyer shall provide to Seller written evidence of funds available to Close on or before ***fifteen (15) days after Acceptance Deadline*** but no later than ***ten (10) days prior to Closing***, whichever is earlier. If Buyer fails to provide written evidence of funds as stated in the prior sentence, Seller may, at its option and ***within five (5) days of Buyers failure to provide***, terminate this Contract by service of Termination Notice to Buyer. For Termination Procedure, see Paragraph 35.

12. **APPRAISAL.** Buyer's lender may obtain an appraisal no later than the Finance Contingency Deadline, or if this Contract is a cash transaction (as provided in Section 11), Buyer at his option and expense may obtain an appraisal by a certified appraiser ***within thirty (30) days after the Acceptance Deadline.*** If the appraisal report indicates that the appraised value is not equal to or higher than the Purchase Price, Buyer shall have the option to deliver a copy of the appraisal to the Seller ***within two (2) days after it is available to Buyer*** requesting an adjustment to the Purchase Price. If Seller does not agree to adjust the Purchase Price down to the appraised value ***within five (5) days after Seller's receipt of the appraisal report,*** Buyer at his option may terminate the Contract by delivery of a Termination Notice to Seller ***within two (2) days following the aforementioned five (5) day period.*** For Termination Procedure, see Paragraph 35. Nothing herein shall prevent Buyer and Seller from reaching a negotiated Purchase Price adjustment prior to the termination of the Contract.

13. **ACCESS TO PROPERTY.** Seller agrees to permit access to the Property by Inspectors, Governmental Agencies, surveyors, engineers and appraisers selected by Buyer, or inspectors required by Buyer's lender, upon reasonable advance notice to Seller. Buyer and Buyer's agent(s) may also be present during all such inspections and the "walk through." Buyer will hold harmless and indemnify Seller from mechanics liens accrued from its investigations of the property.

14. **ADJUSTMENTS AND CLOSING COSTS.** Unless otherwise agreed herein, adjustments, charges, and Closing costs are to be paid by the Parties as follows:

Buyer shall pay (where applicable):

(a) Later date title charges and other Title Company charges (including closing, recording and escrow fees, and all title charges required by the Lender) customarily paid by Buyer;
(b) Hazard insurance premiums; flood insurance premium, if required by lender;
(c) Credit report(s), appraisal fees and survey;
(d) Any charges imposed by the Buyer's lender, for example: points, loan discount fees, private mortgage insurance, VA funding fees, and other loan expenses; property inspections; municipal inspections and occupancy permit;
(e) Taxes and assessments or subdivision assessments levied after closing (see below);
(f) Real estate commission per written Contract with Buyer's agent; and

Seller shall pay (where applicable):

(a) Existing loans on Property (if not assumed by the Buyer);
(b) Basic title insurance premium and other Title Company charges (including closing, recording and escrow fees) customarily paid by Seller;
(c) Taxes and assessments and subdivision assessments levied before Closing (see Section 16) and revenue stamps;
(d) Real estate commission per written Contract with Seller's agent.

15. **OTHER PRORATIONS.** The Buyer shall receive a credit due to, and the Seller's proceeds shall be reduced by, prorations based on excess lease payments (for example, lease payments received prior to the Closing Date but intended to compensate Seller for use of the Property from the date immediately following the Closing Date and thereafter) received by the Seller (including prepaid rentals and any payments required by the tenant under a lease arrangement) and Conservation Reserve Program ("CRP") or any other setback program paid to the Seller as of the date of the Closing. The Seller warrants that the tenant is current on all required payments under the lease. The Purchase Price shall be increased by any excess value of crop shares payments or other payments due from the tenant under the lease arrangement and the amount of the Conservation Reserve Program payment or

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other setback payment to be received by Buyer after the Closing Date, prorated to the Closing Date calculated on a 365-day year. The proration as contemplated by the immediately preceding sentence shall be calculated upon the basis of the crop yields and/or Conservation Reserve Program payments and/or setback payments received by Seller in the prior year. The parties will use their best efforts to establish such prorations, but the amount of such prorations shall not be considered a final settlement between the parties due to the possibility of conditions which may occur subsequent to the closing or options that may be exercised by one or both of the parties subsequent to the closing. If, within two years, either party determines that the prorations were overpaid/underpaid by two hundred dollars ($200.00) or more, the party aggrieved by the discrepancy shall be promptly reimbursed such discrepancy by the party receiving the benefit of the discrepancy upon a receipt of a written request along with verification of the overpayment/underpayment. In any event, the real estate agents and the closing agent shall not be responsible to either party for the collection of such discrepancy.

16. **TAXES AND ASSESSMENTS.** The ad valorem real estate taxes and assessments (both governmental and private) shall be apportioned through the Closing Date at the Seller's expense (Seller to have the last day). The proration thereof shall be calculated upon the basis of the most recent tax information, including confirmed multipliers. Any special assessment, regardless of whether such special assessment is a lien on the Property or is required under the covenants, restrictions, or declarations of a subdivision, development, which is a onetime assessment being paid in installments by the Seller, shall be paid in full at Seller's expense at the time of Closing. If the Property is not separately assessed and is part of a larger parcel assessed for tax purposes, the Taxes for the Property shall be further prorated based on the proportion that the square footage land area of the property bears to the square footage land area of the larger parcel (excluding taxes attributable to the assessed value of improvements constructed by the Seller on the larger parcel, if any, which shall be payable by Seller). All such taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall relieve the Seller from any liability to Buyer in connection herewith; however, in the event that the real estate taxes and assessments (specified or otherwise) prorated hereunder are overpaid/underpaid by more than two hundred dollars ($200.00), the Party aggrieved by this discrepancy shall be promptly reimbursed such discrepancy by the Party receiving the benefit of the discrepancy upon receipt of a written request along with verification of the overpayment/underpayment. Buyer should not assume that Buyer's future real estate tax bills on the property will be the same as the Seller's present tax bill. IN ANY EVENT, THE REAL ESTATE AGENT(S) AND THE CLOSING AGENT SHALL NOT BE RESPONSIBLE TO EITHER PARTY FOR COLLECTION OF SUCH DISCREPANCY.

17. **DEED OF CONVEYANCE.** Seller shall execute a proper deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple, subject to exceptions permitted herein, and delivered to Buyer at Closing upon Buyer's compliance with the terms of this Contract.

18. **EVIDENCE OF TITLE.** Within a reasonable time after the Acceptance Deadline, Seller shall deliver a commitment for title insurance ("Title Commitment") issued by a title insurance company ("Title Company") regularly doing business in the county where the Property is located, committing the Title Company to issue a policy in the usual form insuring title to the Property in Buyer's name for the amount of the Purchase Price.

Buyer is cautioned that there may be subdivision covenants, bylaws, or other restrictions on the use of the Property, all of which should be recorded in the office of the Recorder of Deeds in the county in which the Property is located ("Title Restrictions"). Examples of restrictions include construction of improvements including room additions, a swimming pool, and non-residential uses of the Property such as use of a room for business or the right to keep certain vehicles or animals on the Property. The Buyer is advised to review all easements, government regulations and subdivision restrictions before Closing if the Buyer plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, restrictions or other matters affecting the title or use of the Property, Buyer should seek competent legal advice. The real estate agents have no responsibility to advise the Buyer about any Title Restrictions concerning the Property.

"Permitted Exceptions" to title shall include only the lien of taxes and assessments, zoning laws and building ordinances, easements, apparent or of record, which do not underlie the improvements or render the Property unmarketable; covenants and restrictions of record which are not violated by the existing improvements or by the present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed); coal, gas and other minerals excepted or conveyed in prior transactions.

Buyer shall deliver written notice of exceptions to which the Buyer objects (all exceptions not noted by Buyer shall be "permitted exceptions") and the reasons for the objection to the Seller ***within seven (7) days after being furnished the Title Commitment.*** Seller shall have ***five (5) days*** to have such title exceptions removed or demonstrate that the objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions or demonstrate that the objections will be cleared prior to Closing, the Buyer shall have the option to terminate this Contract, in which case the Buyers shall deliver to Seller a Termination Notice. For Termination Procedure,

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see Paragraph 35. In the event the Title Commitment is not available to allow the full time frames provided above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and permitted exceptions.

19. **SURVEY.** Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land Surveyor, at least ***twenty (20) days prior to Closing.***

(a) ***Within five (5) days of receipt of survey,*** Buyer shall give written notice to Seller of objections raised by the survey, that: (1) are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer to serve written notice of objections to the survey on Seller within such time frame will constitute a waiver by Buyer of any survey objections.

(b) If Buyer does timely object, Seller has ***five (5) days from receipt of the survey objections*** to agree in writing to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the Purchase Price based upon the survey objections.

(c) If Seller does not so agree as provided in 19(b) hereof, the Buyer may terminate this Contract by delivery of a Termination Notice to the Seller, unless Buyer, ***within two (2) additional days,*** agrees in writing to accept the Property subject to the survey objections. If the Buyer delivers the Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey, notwithstanding Section (b) above, the Buyer must provide proof of payment to the surveyor, prior to release of the Earnest Money). For Termination Procedure, see Paragraph 35.

20. **NOTICES.** For the purposes of this Section and other provisions of this Contract, the Buyer or the Seller may be referred to as the "Party" or "Parties." All notices required shall be in writing and shall be served by one Party or his Designated Agent to the other Party or his Designated Agent. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner subject to Paragraph 26 of this Contract:

(a) By personal delivery of such notice deemed given upon personal delivery; or

(b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing (except mailing on Sunday or a holiday shall be considered effective the next business day); or

(c) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time of facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered effective the next business day); or

(d) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a Sunday or holiday shall be considered effective the next business day).

21. **RISK OF LOSS.** Risk of loss to the improvements on the Property (If there are improvements on the property) shall be borne by the Seller until Closing. If, after the Contract is executed the Property is destroyed or damaged, by fire, windstorm, or other casualty, Seller shall immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A) Seller shall restore the Property to a condition mutually agreed upon by the Parties and Buyer, at his option and expense, may obtain written inspection reports from qualified engineers, licensed home inspection services, licensed contractors, environmental and/or utility companies to satisfy Buyer that said repairs have been performed or (B) Buyer shall proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies insuring the improvements. Notwithstanding the previous sentence, if the Parties fail to agree to (A) or (B) above within ***ten (10) days*** after Buyer has received written notice of such damage or destruction and the amount of the insurance proceeds payable, the Contract shall be considered terminated. For Termination Procedure, see Paragraph 35. The termination hereunder does not constitute a default under this Contract by either Party.

22. **REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Contract, the party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity, including enforcement of sale and damages. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees. In the event of Earnest Money dispute, parties

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acknowledge they must agree, in writing, to the disposition of Earnest Money or proceed to a resolution pursuant to the provisions of Paragraph 24. For the Termination Procedure, see Paragraph 35.

23. **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in escrow be deemed "abandoned" if all the following transpire: (i) the absence of disbursement, (ii) the absence of the filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the transaction or either principal's duly authorized agent. In the event of earnest money dispute, parties acknowledge they must agree, in writing, to the disposition of earnest money as stated in the Termination Notice. Parties further acknowledge real estate brokers have no authority to release earnest money without signatures of all parties to the Contract. If the parties fail to agree, the disposition of the earnest money shall be distributed pursuant to Paragraph 24, namely, as agreed to by the Parties in writing or as directed by an arbitrator's award, as appropriate.

24. **MEDIATION/ARBITRATION/LITIGATION.** Seller and Buyer agree that all disputes or claims for Earnest Money $5,000 or less shall be filed through the small claims procedures available through courts of local jurisdiction. Seller and Buyer agree that any other disputes or claims arising out of or relating to this Contract over $5000, including, without limitation, disputes for the return of the Earnest Money or the overpayment/underpayment of taxes, the breach of this Contract, or the services provided in relation to this Contract, representations, made by the Buyer, Seller or other person or entity in connection with the sale, purchase, financing, condition, or other aspect of this Property, allegations of concealment, misrepresentations, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules of Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Buyer, and no real estate agents or other third parties may be involuntarily joined into such process. Any agreement signed by the Parties pursuant to the mediation conference shall be binding. The Parties shall pay the fees as set forth in the relevant rules as set forth herein.

The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by mediation shall be settled by binding arbitration using the services of United States Arbitration & Mediation Midwest, Incorporated, in accordance with its relevant arbitration rules. The Arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Party is entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.

The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.

25. **ACCEPTANCE DEADLINE DEFINED.** "Acceptance Deadline" is the time from which various time limits and contingencies are to be measured. Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the deadline for acceptance that was provided to the last Party whose signature resulted in a Contract (even if that signature was obtained before the deadline), provided however in the event no offer resulted in a Contract. "Acceptance Deadline" is defined as the deadline for acceptance provided in the most current offer.

26. **TIMING.** Except for the "Acceptance Deadline" as defined in Section 25 and a deadline stated in days in Addendum A, if any date, time period or deadline hereunder falls on a Sunday or a state or federal holiday, then such date shall be extended to the next occurring business day. Subject to Paragraph 26, if any provision of the Contract or any Addendum refers to a date, time period, or deadline in "days", said reference to days shall mean calendar days unless specified otherwise.

27. **BINDING EFFECT.** The Contract shall be binding on and for the benefit of the Parties and their respective heirs,

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personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all provisions of this Contract shall survive the Closing.

28. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the terms hereof. The Contract may not be changed, modified or amended, in whole or in part, except in writing by all Parties.

29. **ASSIGNABILTY OF CONTRACT.** This Contract is assignable by Buyer only with the written consent of Seller, whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the Purchase Price or Buyer is assuming an existing note and mortgage, Seller may withhold his consent in his sole and absolute discretion. An assignment does not relieve the Parties of their obligations under the Contract.

30. **GOVERNING LAW.** This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing with one another.

31. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and in masculine, feminine or neuter gender according to content. The Illinois Real Estate License Act, in effect on the Acceptance Deadline, shall take precedence over any definition herein to the contrary.

32. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc) copies shall be deemed true copies, however, Parties shall exchange original copies as soon thereafter as practicable.

33. **NON-DISCRIMINATION. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.**

34. **INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability ***within ten (10) business days*** after Acceptance Deadline. If Buyer is unable to obtain evidence of insurability and serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void and Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer. If written notice is not served within the time specified, the Buyer shall be deemed to have waived the contingency and this Contract shall remain in full force and effect.

35. **TERMINATION PROCEDURE.** In the event either party to this Contract is entitled to deliver a Termination Notice to the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to sign the Termination Notice and the Earnest Money shall be disbursed to the terminating party. If a Termination Notice is provided by a party for a reason other than allowed in the Contract, including any agreed Addenda, that party shall propose a distribution of the Earnest Money that such party deems appropriate under the circumstances; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this Paragraph. If either party submits a Termination Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party shall be considered in default as described in Paragraph 22. The Termination Notice shall be signed and returned ***within 5 days*** or the terms of Paragraph 24 shall govern.

36. **ADDENDA.** If checked, the following pre-printed addenda are made a part of this Contract:

- ☐ **Addendum A** - Contingency on Sale and/or Closing of Buyer's Property
- ☐ **Addendum E** - Additional Personal Property
- ☐ **Addendum F** - Limited Purpose Entry by Buyer prior to Closing
- ☐ **Addendum G** - Possession by Buyer prior to Closing
- ☐ **Addendum K** - Contract for Deed
- ☐ **Addendum N** – Notice of short Sale Contingency
- ☐ **Addendum S** - Secondary Contract
- ☒ **Additional Addendum**

SPECIAL AGREEMENT(S):

Contingent upon Written approval from the Village of Freeburg for Right Way Traffic Control,Inc. to occupy the proposed site. Contingent upon buyer being able to fence the area indicated to have an easement and use them for storage of equipment. It is understood that permanent structures can not be built over easement.

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AGENT INTEREST. Pursuant to 225 ILCS 554/10-27, NA **is a licensed real estate agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.**

INITIALS. The Parties have initialed each of the ten (10) pages of this Contract. Initialing each of the pages merely acknowledges that the Parties have read and understand the terms indicated on such pages; failure to initial all the pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract are satisfied.

PLEASE PRINT

PARTIES:

SELLER Village Of Freeburg	BUYER BDT Realty,LLC
Address: 14 Southgate	Address: 2971 Best Way
City/State/Zip: Freeburg,Il. 62243	City/State/Zip: Belleville,Il.62226
SELLER	BUYER
Address:	Address:
City/State/Zip:	City/State/Zip:
E-mail Address (Optional):	E-mail Address (Optional):
Listing Broker: AH Realty Advisors LLC	Selling Broker: Johnston Realty Inc
Address:	Address: 1516 West Blvd.
City/State/Zip:	City/State/Zip: Belleville,Il.62221
Phone/Cell: 618-773-1700	Phone/Cell: 618-233-8802
Designated Agent: Michael Sintzel	Designated Agent: Gary Johnston
Phone: 618-567-9083	Phone: 618-779-4124
Fax: 314-773-0707	Fax: 618-233-6854
E-mail Address: (Optional): mike@ahrealtyadvisors.com	E-mail Address: (Optional): johnston@icss.net

Contract to be accepted by Seller by 6p M on 02-17 , 2017 .

Buyer _____ Date 2-14-2017 Buyer _____ Date 2/14/2017

OFFER TO PURCHASE RECEIVED BY LISTING AGENCY: I HEREBY ACKNOWLEDGE RECEIPT OF $ _____

DATE _____ EARNEST MONEY MENTIONED ABOVE.

BY _____ BY _____

On this_____ day of_____ , _____(year), Seller ☐ Accepts ☐ Rejects or ☐ Counter Offers – the foregoing contract. If seller counters, Counteroffer Addendum is attached.

Seller_____ Date_____ Seller_____ Date _____

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ADDRESS 8 Industrial Dr. Freeburg,Il.62243 DATE 2-3-2017

TITLE COMPANY INFORMATION:

Name: Illinois Title and Escrow Contact: Cheryl Barham

Address: 201 West Pointe Dr. Ste 1

Phone: 618-257-8700 Fax: 618-257-8711 E-Mail Address: Cheryl <cheryl@iltne.com>

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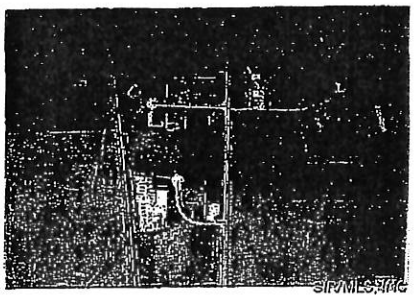
8 Industrial Dr, Freeburg, IL 62243, St Clair County



N/A	N/A	182,952	N/A	Expired Listing
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price	
N/A	N/A	TAX EXEMPT	N/A	
Baths	Yr Built	Type	Sale Date	

Owner Information

Owner Name:	**Village Of Freeburg**	Tax Billing Zip:	**62243**
Owner Name 2:	**Village Clerk**	Tax Billing Zip+4:	**1541**
Tax Billing Address:	**14 Southgate Ctr**	Owner Occupied:	**No**
Tax Billing City & State:	**Freeburg, IL**		

Location Information

Municipality :	**Freeburg**	Carrier Route:	**R005**
Subdivision:	**Freeburg Ind Park 1st Add**	Census Tract:	**5039.06**
Zip Code:	**62243**		

Tax Information

Tax ID:	**14-31.0-228-002**	Lot # :	**12**
Tax Area:	**17**		
Legal Description:	**FREEBURG IND PARK 1ST ADD LOT/SEC-12 A01702705**		

Assessment & Tax

Assessment Year	2015	2014	2013
Assessed Value - Total	$6,356	$6,243	$6,187
Assessed Value - Land	$6,356	$6,243	$6,187
Market Value - Total	$19,068	$18,729	$18,561
Market Value - Land	$19,068	$18,729	$18,561

Characteristics

Lot Acres:	**4.2**	Land Use - Universal :	**Tax Exempt**
Lot Sq Ft:	**182,952**	Land Use - County:	**Exempt**

Listing Information

MLS Listing Number:	**4501356**	MLS Current List Price:	**$63,000**
MLS Status:	**Expired**	MLS Orig. List Price:	**$63,000**
MLS Status Change Date:	**01/26/2017**	MLS Listing Agent:	**Sintm-Michael Sintzel**
MLS Listing Date:	**02/04/2016**	MLS Listing Broker:	**AH REALTY ADVISORS, LLC**

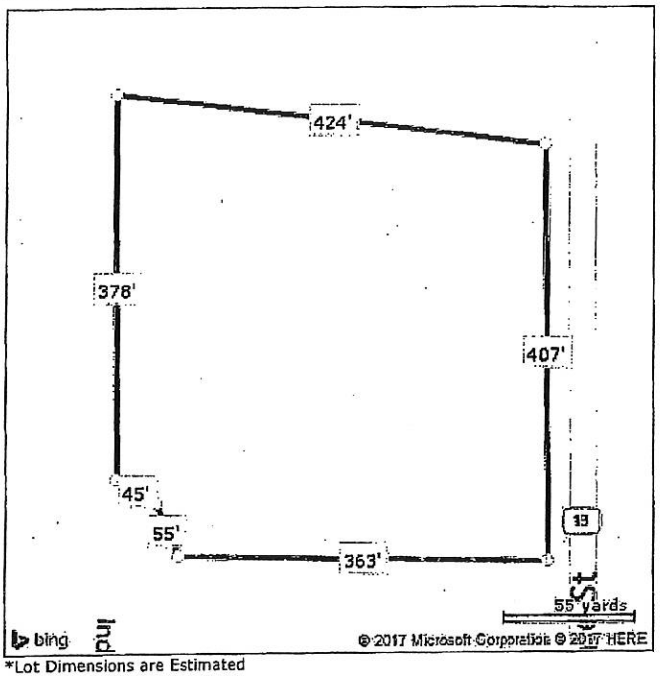
MLS Listing #	4304682
MLS Status	Expired
MLS Listing Price	$63,000
MLS Orig Listing Price	$63,000
MLS Listing Cancellation Date	04/15/2015
MLS Listing Expiration Date	04/15/2015

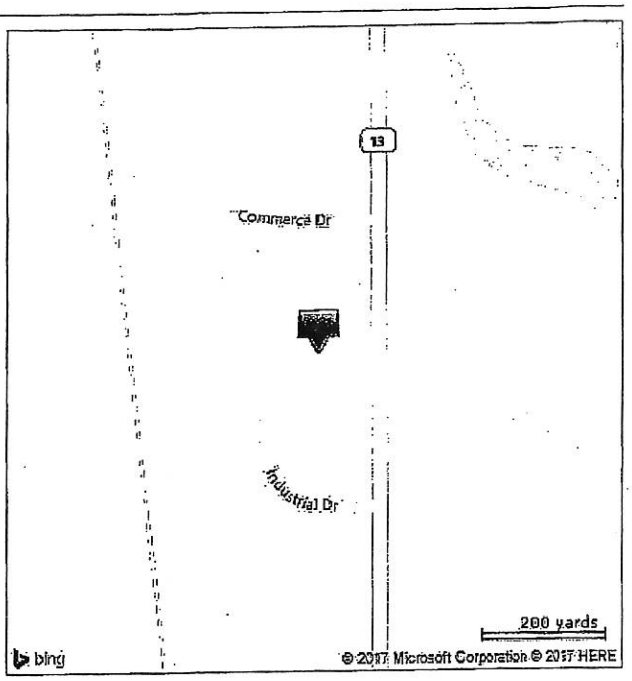
Last Market Sale & Sales History

Owner Name:	**Village Of Freeburg**	Owner Name 2:	**Village Clerk**

Courtesy of Gary Johnston, Mid America Regional Info Systems
The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Map





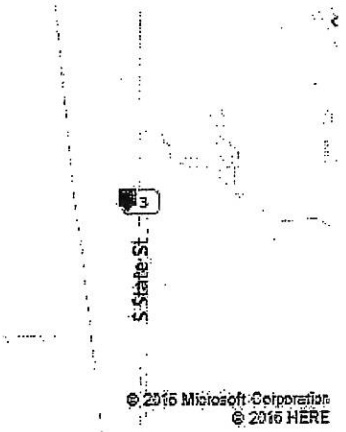
*Lot Dimensions are Estimated

Residential Lots Detail

8 Industrial, Freeburg 62243-6224

L Price: **$63,000**
O Price: **$63,000**

MLS#: **4501356** Status: **Expired**
County: **St Clair-IL** Muni/Twp: **Freeburg**
Area: SubD: **NOT IN A SUBDIVISION**



General Information

Type:	**Residential Lots**			Entry Dt:	**02/05/2016**	DOM:	**355**
Area:		Cross St:		Exp Dt:	**01/25/2017**	CDOM:	**356**
Lot Acres:	**4.200**	Lot Num:		Dual Agency:	**N/A**	Assc Pd:	
Taxes Pd:		Sct/Twn:	**31/14**	AsscFee:			
Tax Yr:	**0**	# of Lots		Lot SF:	**182,952**		
Lot Dim:	**4.20 acre**			Occ Name:			
Occ Type:				Own #:			
Schl Dst:	**Freeburg DIST 70**			Own Nme:			
Elem Schl:	**FREEBURG DIST 70**			Ownership:			
Jr. High	**FREEBURG DIST 70**			Tax ID:	**14310228002**		
Sr. High:	**Freeburg**			Prop Asd Cty Tx:			
Lic Sell:							
Poss:							
Farm Type:							
Legal Desc:							

Details

Street Info:	**Concrete**	Easement:	
Sewer:	**Public**	Swr Mn Dis:	
Zoning:	**Industrial**	Swr Mn Sz:	
Water:	**Public**		
Spec Dsc:	**No Exemptions**		
Lot Desc:	**Cul-De-Sac**		
Imprvmnt:	**Storm Sewers**		

Remarks

Ag Rmks:	**If you have any questions please feel free to call Mike @ 618-567-9083.**
Mrk Rmks:	**Industrial/Commercial lots available for new development.**
Show Inst:	**Call Listing Agent, Other**
Directions:	**Route 15 south through village of Freeburg then make a right onto Industrial St and lot is on the right at the end of the cul-de-sac..**

Financial Information

1st Assum:	**N/A**	2nd Mrtg:	**N/A**	Bal:		Mrg Pay:	
Assm Pay:		Yrs Rmn:		Int Rt:		A Fee:	
Trans Brk:		Sub Agc:		By Agc:	**4**	Var Rate:	**No**
AgrTy:	**Excl. Right to Sell**			AgrTy2:			
Comts:				TrnsTy:	**Sale**		

Agent/Office Information

LA:	**Michael Sintzel (ID: SINTM)**	LA License#:	**475158276**
LA Ph:			
LO:	**AH Realty Advisors, LLC (ID: B412)**	LO License#:	**2006035238**
LO Ph:	**314-773-1700**	LO Fax:	**314-773-0707**
List Asc#:			

Realist Tax

Click on the arrow to view Realist Tax

LEAH 618-567-9083 Title And Escrow

EXHIBIT O

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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 & Keck, P.C.

ELECTRIC COMMITTEE MEETING
(Blaies/Albers/Matchett/Pruett)
Wednesday, February 15, 2017 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, February 15, 2017 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser (absent), Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Village Attorney Fred Keck, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of January 11, 2017 Minutes: *Trustee Ray Matchett motioned to approve the January 11, 2017 minutes and Trustee Dean Pruett seconded the motion.* All voting yea, the motion carried.

2. Surplus Equipment: Village Administrator Tony Funderburg advised he will have the police car to surplus. Public Works Director John Tolan asked to swap out the old zoning car for the police car. The motorcycle will be up as soon as the title received.

3. New Electric Customers: Shane advised has not gotten to it yet, working on Dollar Tree, at Sunset now on 8plex. That power had to go underground. Need to get it done before they side. Lake Dr sub have someone starting t build, in process of getting easements from Crowe and Threkheld, and will then move forward with that. Monroe new home will need el. Have a lot of new construction and Shane said our new guys seeing new stuff.

4. Customer Issues: None.

John would like to discuss OSHA in this meeting. We have submitted our abatement certification and will comply with the OSHA recommendations. John advised we have a lot of things to implementWe are enforcing the no smoking policy, and now have a hard hat policy for entire public works department. Since we have put new policies in effect, all employees will read and sign off on the training. Now, the guys will have to fill out a work permit on certain items like trenching and shoring and confined spaces. OSHA wants documentation that we are following procedures. Administrator Funderburg said this will also get incorporated into the employee handbook. Ron Cook conducted OSHA training on gloving and PPE for the electric guys. Shane said he is looking into having him come back and periodically train. This will provide refresher training for linemen. His training is mainly safety focused and geared towards linemen. Attorney Keck suggested for all policies, document everything.

B. NEW BUSINESS:

1. Shane Krauss Request to Cash in 100 Hours of Comp Time: *Trustee Dean Pruett motioned to recommend to the full Board Shane Krauss' Request to Cash in 100 Hours of Compensatory Time and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn at 5:44 p.m. and Trustee Dean Pruett seconded the motion.* All voting yea, the motion carried.

Julie Polson
Office Manager

EXHIBIT P

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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 & Keck, P.C.

PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Albers/Blaies/Matchett)
Wednesday, February 15, 2017 at 5:45 p.m.

The Public Works Committee Meeting was called to order at 5:45 p.m. on Wednesday, February 15, 2017, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Mayor Seth Speiser (absent), Village Clerk Jerry Menard, Trustee Lisa Meehling, Trustee Matt Trout, Village Attorney Fred Keck, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of January 11, 2017 minutes: *Trustee Ray Matchett motioned to approve the January 11, 2017 minutes and Trustee Denise Albers seconded the motion.* All voting yea, the motion carried.

2. Sewer project:

EXECUTIVE SESSION
5:46 P.M.

Trustee Ray Matchett motioned to enter into Executive Session citing potential litigation, 5 ILCS 120/2-(c)(11) and real estate transactions, 5 ILCS 120/2-(c)(5) and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED
6:22 P.M.

Trustee Ray Matchett motioned to end the Executive Session at 6:22 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried. The committee meeting reconvened at 6:24 p.m.

Trustee Ray Matchett motioned to recommend to the full Board to enter into an Agreement with Jim's Auto extending the Sewer Easement Agreement Previously Entered into by an additional 10 days at $500 per day to complete the project and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.

Trustee Ray Matchett motioned to recommend to the full Board Haier Contractor's Pay Request #3 in the amount of $153,029.70 for approval and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.

3. Sewer issues/Sewer Fuel Odors: John advised EPA was out a couple weeks ago and they went around to Smiths and Muellers on W. Apple across from Alton, and Nickens on Emily. They detected some odor that was not as strong and talked to the residents. EPA was able to obtain 6 vapor canisters, and they will be set up with next good rain. John said they are looking at the Regions bank area. There was an old Standard gas which was still in business in 1974 which falls under the State Fire Marshall jurisdiction. He feels confident EPA is on top of the situation. John also commented with the recent fiber drillings, those could have contributed

to the fumes traveling, towards Hucks. Remediation responsibility would fall on the current property owner. Attorney Keck stated there are remediation programs out there.

4. FSH Minutes: John stated the emergency interconnects are on hold until the vaults get here. Ken Vielweber said Millstadt is interested in hooking onto FSH Water. They are about 4.5 miles away which would be pretty expensive.

5. Radio Read Meters: John said the company installed them and did a pretty good job, but we still had about 100 that didn't read of which 65 were new. Gregg is going through each one of them.

6. Sewer Main – Jacks Car Wash: John said they are going to line this sewer.

7. Freeburg Care Center: John stated they passed the fire test, and he still needs to install the meter.

8. Shampoodles Lift Station: John advised Shane is working on getting the electric moved over for this project.

9. OSHA Inspections: Discussed in Electric Committee.

B. NEW BUSINESS:

1. Jordan Kramper Lake Drive Sewer Extension: John passed out a diagram that shows where Jordan has purchased some of Mike Crowe's property. He is interested in hooking onto our sewer line but it is about 1,000 feet away. TWM estimated the cost to run this line from our existing sewer to be $45 per foot or $45,000. John said there might more people interested into hooking onto the line. Tony advised that area has a history of mine subsidience.

2. ITRON Maintenance Renewal Agreement: We received our renewal notice at a cost of $$2829.34 at an increase of $368.87 from last year.

Trustee Ray Matchett motioned to recommend to the full Board that we renew the ITRON Maintenance Agreement at a cost of $2,829.34 and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

3. IEPA Violation Notice W-2017-50013: John advised the permit was due for west plant, and he didn't get it in on time. He will enter into agreement with IEPA, and will get TWM involved because he needs an engineer to complete permit.

C. GENERAL CONCERNS: John advised he collected THM samples today for the first quarter.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Ray Matchett motioned to adjourn the meeting at 6:44 p.m. and Trustee Denise Albers seconded the motion.* All voting aye, the motion carried.

Julie Polson

Julie Polson,
Office Manager

EXHIBIT Q

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mathew Trout
Dean Pruett
Lisa Meehling
Ray Matchett, Jr.
Mike Blaies
Denise Albers

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 & Keck, P.C.

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Albers/Matchett/Meehling/Trout)
Wednesday, February 15, 2017 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:45 p.m. on Wednesday, February 15, 2017, in the Municipal Center by Chairperson Denise Albers. Members present were Chairperson Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Matt Trout, Mayor Seth Speiser (absent), Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Dean Pruett, Village Attorney Fred Keck, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool/St. Clair County Parks Grant: Village Administrator Tony Funderburg is working on the St. Clair County grant for the playground. He does not have the MEPRD grant yet. Trustee Trout said David Mitchell and the Rotary have grant money to use. They want to put in benches at the Village Park that say they are from the Rotary. Tony commented we've created a theme and that doesn't fit in the Village park. He believes it would work better in the Recreation Park, but that is up to the board. Tony also said the Rotary Club would want to do the work themselves and we wouldn't have control. Trustee Trout said they are willing to stain the gazebo, and Tony said we need the pavilion stained.

B. NEW BUSINESS:

1. Lifeguard Hires: *Trustee Lisa Meehling motioned to hire the lifeguards and managers as annotated on the attached spreadsheet and Trustee Matt Trout seconded the motion.* All voting yea, the motion carried.

2. St. Joseph Catholic School Bi-Annual Dinner Auction Donation Request: *Trustee Matt Trout motioned to approve a 10-day pool pass be donated to the St. Joseph Catholic School Bi-Annual Dinner Auction and Trustee Lisa Meehling seconded the motion.* All voting yea, the motion carried.

3. Smithton Elementary School PTO Spring Fundraiser Donation Request: *Trustee Lisa Meehling motioned to approve a 10-day pool pass be donated to the Smithton Elementary School PTO Spring Fundraiser and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.

STREETS: A. OLD BUSINESS:

1. Approval of January 11, 2017 Minutes: *Trustee Lisa Meehling motioned to approve the January 11, 2017 minutes and Trustee Matt Trout seconded the motion.* All voting yea, the motion carried.

2. MFT/Ditch on N. Main: With respect to the ditch on Main, John said we are almost finished with the front part. They are working to clean out the drainage area going to the back. Those homeowners are happy with the project. We are cleaning out the ditch and will riprap the sides to get it to flow. Tony is working to get temporary easements in the back. This project will make this area much safer.

3. Drainage Problem Areas/Stormwater Run-Off: John advised we have cleaned out about six different culverts. We completed the ditching and culvert by Olacks.

4. E. Apple Issues: John met with Tony Irwin and Jeff Reis from TWM look at this problem, and they came up with a pretty good solution. Refer to the attachment to see where they want to rotomill to

the intersection and take it down to the existing curb, come back and hot mix asphalt the area, lower the culvert, replace the stop sign and put in a small curb. This way it doesn't mess with the drainage coming down Cherry. We would also take out the existing curb since it is cracked and broken. The project should cost approximately $125,000. John said we did have $70,000 in the budget for the N. Main project which is going to come in about $7,000. Tony commented this is a collector street and we could write a grant for it. For the same amount of money, we could get sidewalks from this project towards State. There is an additional engineer's cost for this project in the amount of $17,500. Trustee Albers asked Tony to add this to the 3-5 year plan.

5. Hill Mine Road Repair: Not discussed.

6. Customer Issues: None.

B. NEW BUSINESS:

1. Summer Hire: John will check with our previous summer hires to see if they want to come back this year.

2. Scott Pensoneau End of Probation: John stated Scott is a very good employee.

Trustee Matt Trout motioned to recommend to the full Board Scott Pensoneau be moved off probation to full-time status and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

3. FWCC Request to Use Village Park for Easter Egg Hunt: *Trustee Matt Trout motioned to approve Freeburg Women Community Club's Request to use the Village Park for the Easter Egg Hunt on Saturday, April 8, 2017 and Trustee Lisa Meehling seconded the motion.* All voting yea, the motion carried.

4. Spring Clean Up: John set the dates for the spring clean up on April 27, 28 and 29th. Julie will check with the recycling company to see if they take tires and also place this information in the newsletter.

EXECUTIVE SESSION
7:12 P.M.

Trustee Matt Trout motioned to enter into Executive Session citing real estate transactions, 5 ILCS 120/2-(c)(5) and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED
7:21 P.M.

Trustee Matt Trout motioned to end the Executive Session at 7:21 p.m. and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried. The committee meeting reconvened at 7:23 p.m. The committee meeting reconvened at 7:23 p.m.

Trustee Matt Trout motioned to recommend to the full Board to accept the offer for Lot 8 of the Industrial Park in the amount of $47,000 and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

C. GENERAL CONCERNS: John will move the radar sign to State St. The public works guys did a lot of sealing cracks in town.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Matt Trout motioned to adjourn the meeting at 7:23 p.m. and Trustee Lisa Meehling seconded the motion.* All voting yea, the motion carried.

Julie Polson
Office Manager