

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Charlie Mattern
Kevin Groth
Corby Valentine
Steve Smith
Tony Miller

VILLAGE OF FREEBURG

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

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Stephen R. Wigginton

August 29, 2008

NOTICE

MEETING OF LEGAL AND ORDINANCE COMMITTEES (Annexation; Building; Zoning; Subdivision) Groth/Baker/Mattern

A Legal and Ordinance Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, September 3, 2008, at 7:00 p.m.**

LEGAL AND ORDINANCE COMMITTEE MEETING AGENDA

I. Items To Be Discussed

- A. Old Business
 - 1. Approval of August 6, 2008 Minutes
 - 2. Community Improvement Board/Material Requirements on Commercial Buildings/Nuisance Abatement Code
 - 3. Status of Public Hazard Homes
 - 4. TIF Litigation
 - 5. Stumpf lawnmower repair business
 - 6. Training - Sexual Harassment
 - 7. Ordinance for recordings of meetings
 - 8. Huelsman water problem
 - 9. Ordinances for drainage easement grades
- B. New Business
 - 1. Bill's Autobody
 - 2. Motor Vehicle Code
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Legal and Ordinance Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c) (1) a.]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Groth/Baker/Mattern)

Wednesday, September 8, 2008 at 7:00 p.m.

The meeting of the Legal and Ordinance Committee was called to order at 7:02 p.m. by Chairman Kevin Groth on Wednesday, September 3, 2008, in the Freeburg Municipal Center. Members attending were Chairman Kevin Groth, Trustee Charlie Mattern, Trustee Rita Baker, Trustee Corby Valentine, Mayor Ray Danford, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann, Zoning Administrator Phil Borger and Office Manager Julie Polson. Guests present: Janet Baechle and Carol Gentry.

D. PUBLIC PARTICIPATION:

Chairperson Groth asked that public participation be moved to accommodate guest Carol Gentry. Carol stated she has lived on Vine Street for 26 years. Mr. Stumpf is working on the lawnmowers 7 days a week, anywhere from 4 - 12 hours a day. He has told the neighbors he can do whatever he wants and put whatever he wants in his yard. Carol stated this past weekend, he had 13 lawnmowers at his house. She said people will come over, test drive them. He has also told the neighbors he makes a lot of money doing this. She feels it is escalating and the situation is getting worse. She did bring pictures in and they are attached to the packet. Chairperson Groth stated he feels this is not a permitted use and would like to pursue it that way. Dennis advised the committee we did try to pursue it by informing Mr. Stumpf by letter that operating a business in a residential district was not allowed and that he would have to request a special use permit from the Zoning Board of Appeals. Mr. Stumpf took the position that he was not operating a business. Dennis said another option would be to issue him a citation for disturbing the peace. That has to be initiated by a neighbor willing to sign a complaint. Dennis advised the committee Mr. Stumpf has not talked to the Village about this other than to request a copy of the noise ordinance. Corby said he is offering a for-sale product in his yard in a SR-1 district and further said the Village should take care of that with our code. Dennis said we could change our code by changing the definition. Charlie said he is in agreement that Mr. Stumpf is operating a business in a SR-1 district. The issue of changing the code and Mr. Stumpf being grandfathered was discussed. Ron said grandfathering would not apply for an illegal business. Dennis said if Mr. Stumpf applies for a special use permit, all neighbors would be invited to the hearing. He further said if Mr. Stumpf violates the zoning code, the penalty ranges from \$50 - \$750 per day. Corby suggested if this does go before the Zoning Board of Appeals, to make sure there are pictures and a history of the problem provided to the board so they have that information.

Legal and Ordinance Committee Meeting
Wednesday, September 3, 2008
Page 1 of 3

Trustee Rita Baker motioned to request Zoning Administrator Phil Borger cite Mr. Stumpf for violation of the Zoning Code and provide him a copy of the ordinance that is in violation of the Code and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.

A. OLD BUSINESS:

1. Approval of August 6, 2008 Minutes: *Trustee Rita Baker motioned to approve the August 6, 2008 minutes as amended to include citing the statutes for Executive Session of litigation, 5 ILCS, 120/2-(c)(11) and also real estate, 5 ILCS 120/2-(c)(5) and Trustee Charlie Mattern seconded the motion. All voting aye, motion carried.*

2. Community Improvement Board/Material Requirements on Commercial Buildings/Nuisance Abatement Code: Nothing new.

3. Status of Public Hazard Homes: Julie advised the committee Sheets has until September 12, 2008 to file an appeal. We have not moved any further on the Kinzinger property. Kevin requested the Kinzingers be contacted to remove the brush from their property.

4. TIF litigation: Mr. Koppeis' attorney is out of the country.

5. Stumpf lawnmower repair: Discussed under public participation above.

6. Training - Sexual Harassment: Training was conducted on 8/25/08. Kevin requested the item be taken off the agenda.

7. Ordinance for recording meetings: Dennis provided a draft ordinance and asked the committee to review it and discuss at the next meeting.

8. Huelsman water problem: Dennis advised the letter was sent to the Huelsmans. He has had several agencies contact him (i.e. EPA) and they have all told him they see nothing wrong other than where the house was built. Kevin requested this item be taken off the agenda.

9. Ordinance for drainage easement grades: Dennis will review the information provided by FEMA. Charlie would like to see if we can use this as a nuisance and tacked onto their tax bill. We need to figure out if that can be done.

B. NEW BUSINESS:

1. Bill's Autobody: Kevin said the appearance of Bill's Autobody is looking bad again. He thought Brian Manion was to be getting us information with regard to hauling off cars. Corby said this might be another opportunity to change the code on how long a car can sit there. Charlie asked how other communities handle this problem. Ron said when this had been taken care of years ago, it came down to

what he thinks is usable merchandise and what we think junk is. Dennis will check with Brian to see if there is any vehicle in place to handle this situation.

2. Motor Vehicle Code: Dennis had this placed in the packet. This was sent to him as a suggestion by Frank Heiligenstein. People using golf cards are becoming an issue and wanted the committee to have this information to review. After discussion, Kevin asked that this item be taken off the agenda.

Dennis brought up the quote Julie obtained from AT&T on local service. The committee did not discuss the quote or take any action at this time.

Kevin brought up the dusk-to-dawn lighting ordinance asking if we are following the ordinance. He brought up several businesses as an example. Ron explained it goes as far back as Dave Favre's place and explained the process we follow. Kevin said the reason he wanted to look at it is because the dusk-to-dawn light for security is different than lighting a business lot and maybe the ordinance should be looked at to see if we need to make a change and update our rates. A heated discussion followed regarding the Holtzmann annexation. Kevin said there was a lot of intensive labor that went into this project and asked if that falls under this ordinance and then asked how we came to take on this project. Dennis replied when Holtzmann wanted to annex, he also wanted us to put up lights for his horse arena. Ron explained the procedure on providing primary service to a customer and explained that it was done no differently than any other customer. Dennis advised when Mr. Holtzmann received the agreement for dusk-to-dawn lighting, Mr. Holtzmann told Dennis it was too expensive. Dennis worked with Mr. Holtzmann to come up with an agreement to switch him over to a metered service. The trustees stated they wanted issues like this one brought up in committee meetings. Ray stated this has been a normal practice and did not question this project from the beginning.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: With regard to the Holtzmann issue, Janet said we should go ahead and charge the original amounts.

E. ADJOURN: *Trustee Charlie Mattern motioned to adjourn the meeting at 9:10 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Ray Danford

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Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Groth/Baker/Mattern)
Wednesday, August 6, 2008 at 7:00 p.m.

The meeting of the Legal and Ordinance Committee was called to order at 7:02 p.m. by Chairman Kevin Groth on Wednesday, August 6, 2008, in the Freeburg Municipal Center. Members attending were Chairman Kevin Groth, Trustee Charlie Mattern, Trustee Rita Baker, Mayor Ray Danford, Village Administrator Dennis Herzing and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of July 2, 2008 Minutes: Trustee Rita Baker motioned to approve the July 4, 2008 minutes and Trustee Kevin Groth seconded the motion. All voting aye, motion carried.

2. Community Improvement Board/Material Requirements on Commercial Buildings/Nuisance Abatement Code: Mayor Danford advised no date has been set because of everyone's summer schedule. He is hoping to have that set in the near future.

3. Status of Public Hazard Homes: Trustee Rita Baker motioned to enter into Executive Session at 7:05 p.m. and Trustee Kevin Groth seconded the motion.

ROLL CALL VOTE: Trustee Rita Baker - aye; Trustee Kevin Groth - aye. All voting aye, the motion carried.

EXECUTIVE SESSION 7:05 P.M.

Trustee Rita Baker motioned to end Executive Session at 7:18 p.m. and Trustee Kevin Groth seconded the motion.

EXECUTIVE SESSION ENDED 7:18 P.M.

Trustee Rita Baker motioned to reconvene the Legal/Ordinance Committee meeting at 7:21 p.m. and Trustee Kevin Groth seconded the motion. All voting aye, the motion carried.

4. Countryside Lane Annexations: Dennis advised the ordinances for annexing the properties will be included at the next board meeting on August 18, 2008. The

Legal and Ordinance Committee Meeting
Wednesday, August 6, 2008
Page 1 of 3

notices needed to be sent to Smithton Township and we needed more time to get that done and have the notice published in the correct timeframe.

5. TIF Litigation: Discussed in executive session.

6. Stumpf lawnmower repair: Nothing new. Mayor Danford noted this could possibly be addressed as a nuisance issue. He said the Police/Personnel Committee is dealing with excessive noise as a nuisance issue and these could possibly be combined.

7. Training - Sexual Harassment: Rita said Jerry called her about this and told her she had talked to several municipal clerks. None of them remembered any sexual harassment training. Ron has scheduled a seminar with IMUA on August 25th. We will have some of the office staff present at that seminar. Dennis said he does not believe there is any requirement that we have to have it, it was recommended by Attorney Wigginton.

8. Ordinance for recording meetings: Dennis is working on it.

9. Huelsman water problem: Kevin advised he talked to Georgia Huelsman and advised her the Village did not feel it was their responsibility. He would like to see the Village act as a facilitator in obtaining help from other agencies for situations like this. Dennis said he attended a seminar conducted by FEMA for the flood disaster program and also one for the floodplain maps. At that meeting, there was a representative with regard to the National Flood Insurance Program. An in-depth booklet was provided, "Reducing Damage from Localized Flooding," which provides much information on what municipalities can do to address problems like the Huelsmans. Dennis said all the trustees should read this booklet to give us a starting point to get some programs initiated to help the Village residents. Dennis advised the committee when the FEMA representative was in Freeburg, he did take a look at Huelsman's property and agreed their problem is not our responsibility. Dennis said we do have a floodplain ordinance which should make floodplain insurance available to our residents. The committee agreed to have Dennis prepare a formal response which will include the information we obtained from FEMA and have that ready for the Committee as a Whole meeting on Monday, August 11, 2008.

10. Ordinance for drainage easement grades: Dennis previously provided the ordinance for committee review. The question still remains of how to enforce the issue. Dennis talked to Gale Hake about the cost to have a surveyor certify the lot grade and it would run approximately \$500 - \$600. Dennis and Ray discussed this and thought an option might be to perform the inspections in-house and call in a professional when there is a problem. Charlie said we could charge the contractor/property owner \$50 when the building permit is issued. That would go into a fund and could be used when we need to hire a surveyor to shoot the grades and confirm the problem. We could then send that report to the homeowner with the stipulation that it be fixed in so many days. Dennis said this still does not address the more serious problem that happens after the homeowner is in, it is

then a civil issue. It was suggested we could also look at this as being a nuisance issue, i.e. go in and regrade the property to fix the problem and send them a bill. The committee agreed they would like Dennis to further review the information from FEMA and see if they have any suggestions.

B. NEW BUSINESS:

1. Limited Groundwater Ordinance: Dennis explained this ordinance would allow the EPA to signoff on the site without Motomart having to do as much cleanup. The level of contamination was discussed and the committee agreed they want to know what the level of contamination is. Dennis will contact EPA and ask for clarification on the contamination. He thinks it is residual contamination from a long time ago.

Kevin has an issue related to the Huelsman problem. He would like verbiage put onto the building permit that plats are available for review for persons buying into a subdivision. Dennis said we currently have a statement on the permit that references if you don't know your lot size, where easements are located, etc., to ask the zoning administrator. Dennis will look into.

Kevin also brought up a problem at 408 N. Main Street. Eric Bricker is working in the home and told Kevin it is full of mold. His girlfriend lives next door at 406 N. Main and has called the Village to advise them she has been sick and thinks it is from the mold. Kevin advised them to have a doctor check them out. Kevin would like to have this addressed under the Community Improvement Board as our ordinances do not support this problem. Kevin said he does not feel comfortable having renters move into a place that we know is a health hazard. Ray said he would like something to be done on this. Dennis said this would be handled under an occupancy code and we would have to create new ordinances to handle this. He has a copy of St. Clair County's Occupancy Code and will take a look at it. Kevin said he would like this to be a fast-track item and Ray agreed.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked if the culvert on Potter Street has been looked at and Dennis advised it has not.

E. ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 9:13 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



WEILMUENSTER & WIGGINTON, P.C.

ATTORNEYS AT LAW
wwlaw1.com

J. BRIAN MANION*
E-Mail: jbm@wwlaw1.com

*Licensed in Illinois & Missouri

August 12, 2008

Mr. Bernard J. Ysursa
Cook, Ysursa, Bartholomew,
Brauer & Shevlin, Ltd.
12 West Lincoln Street
Belleville, IL 62220

Mr. Daniel J. Mannion
Attorney at Law
426 Lexbridge
St. Louis, MO 63011

RECEIVED

AUG 14 2008

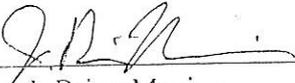
Re: Village of Freeburg v. C and S, Ltd., a Limited Partnership, Phil Sheets, et al.
Case No: 07-MR-93 (409 West Washington, Freeburg, Illinois)
Case No: 07-MR-94 (2 South Monroe, Freeburg, Illinois)

Dear Counsel:

This letter is to confirm my conversation with Mr. Ysursa that the Village of Freeburg has not authorized me to accept anything less than the amount of attorney's fees ordered by the court to resolve these cases.

If you have any questions or would like to discuss this matter further, please feel free to contact me.

Sincerely,
WEILMUENSTER & WIGGINTON

By: 
J. Brian Manion

JBm:kh

cc: Mayor Raymond Danford
Mr. Dennis Herzing



WEILMUENSTER & WIGGINTON, P.C.

ATTORNEYS AT LAW

wwlaw1.com

J. BRIAN MANION*

E-Mail: jbm@wwlaw1.com

*Licensed in Illinois & Missouri

August 12, 2008

Mr. Dennis Herzing
Village Administrator
Village of Freeburg
Freeburg Municipal Center
14 Southgate Center
Freeburg, IL 62243

RECEIVED

AUG 14 2008

Re: Village of Freeburg v. C and S, Ltd., a Limited Partnership, Phil Sheets, et al.
Case No: 07-MR-93 (409 West Washington, Freeburg, Illinois)
Case No: 07-MR-94 (2 South Monroe, Freeburg, Illinois)

Dear Dennis:

Enclosed please find copies of the Orders entered on August 11, 2008. Judge Gleeson granted our request for additional attorney's fees incurred since the entry of the last order. These Orders are final and appealable. Sheets will have thirty (30) days to file his Notice of Appeal. I will keep you advised of any additional information I receive in these matters.

Sincerely,

WEILMUENSTER & WIGGINTON

By: 
J. Brian Manion

JBM:kh
Enclosures

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

VILLAGE OF FREEBURG,)
A Municipal Corporation,)
)
Plaintiff,)
)
v.) No. 07-MR-93
)
C and S, Ltd., a Limited Partnership,)
PHIL SHEETS, and SHEETS)
ENTERPRISES, LTD., a Limited)
Partnership, Successor in Interest of)
C & S, Ltd., a Limited Partnership,)
)
Defendants.)

RECEIVED
AUG 14 2008



ORDER

This matter, coming before the Court on Defendants' Motion to Reconsider,
Vacate and Set Aside ~~on July 29, 2008~~ and the Court being fully advised of the premises
and having jurisdiction of the subject matter;

THIS COURT FINDS AS FOLLOWS:

1. That Sheets Enterprises, Ltd. was the owner of certain property located at 409 West Washington, Freeburg, St. Clair County, Illinois.
2. That on November 29, 2006, Sheets Enterprises, Ltd., through its general partner, Phil Sheets, was served with a fifteen (15) day Demolition Notice pursuant to 65 ILCS 5/11-31-1(a) by certified mail, return receipt requested and regular U.S. Mail.
3. That plaintiff filed its Petition for Demolition on April 2, 2007.

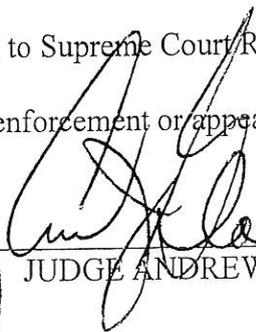
4. The pleadings reveal that this action has been vigorously defended. The parties have appeared before the Court numerous times on various motions, many of which were defendants' motions seeking to avoid enforcement of 65 ILCS 5/11-31-1(a).

5. That during the pendency of this matter, Sheets Enterprises, Ltd. sold the subject property and the subsequent purchaser submitted a rehabilitation plan which was approved by plaintiff.

6. The remedial action with respect to the property was due, in whole or in part, to the efforts of plaintiff to enforce the provisions of 65 ILCS 5/11-31-1(a).

7. The Court finds that the plaintiff has incurred attorney's fees and costs totaling \$3,685.95 between January 19, 2007 and April 21, 2008, all of said costs being reasonable and necessary for the enforcement of 65 ILCS 5/11-31-1(a).

IT IS THEREFORE ORDERED that Defendants' Motion to Reconsider, Vacate and Set Aside is hereby Denied and the Court's Order of April 8, 2008, is hereby modified and SHEETS ENTERPRISES, LTD. is ordered to pay plaintiff's attorney's fees and costs in the amount of \$3,685.95. Pursuant to Supreme Court Rule 403(a), this is a final Order and there is no just reason to delay enforcement or appeal.


JUDGE ANDREW GLEESON

ENTERED THIS 11th day of August, 2008.

FILED
ST. CLAIR COUNTY
AUG 11 2008
450
CIRCUIT CLERK

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

VILLAGE OF FREEBURG,)
A Municipal Corporation,)
)
Plaintiff,)
)
v.)
)
C and S, Ltd., a Limited Partnership,)
PHIL SHEETS, and SHEETS)
ENTERPRISES, LTD., a Limited)
Partnership, Successor in Interest of)
C & S, Ltd., a Limited Partnership,)
)
Defendants.)

No. 07-MR-94

RECEIVED

AUG 14 2008



ORDER

This matter, coming before the Court on Defendants' Motion to Reconsider,
Vacate and Set Aside ~~on July 29, 2008~~ and the Court being fully advised of the premises
and having jurisdiction of the subject matter;

THIS COURT FINDS AS FOLLOWS:

1. That Sheets Enterprises, Ltd. was the owner of certain property located at
2 South Monroe, Freeburg, St. Clair County, Illinois.
2. That on November 29, 2006, Sheets Enterprises, Ltd., through its general
partner, Phil Sheets, was served with a fifteen (15) day Demolition Notice pursuant to 65
ILCS 5/11-31-1(a) by certified mail, return receipt requested and regular U.S. Mail.
3. That plaintiff filed its Petition for Demolition on April 2, 2007.

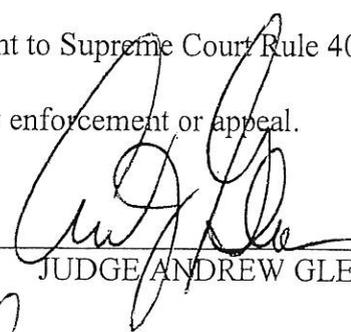
4. The pleadings reveal that this action has been vigorously defended. The parties have appeared before the Court numerous times on various motions, many of which were defendants' motions seeking to avoid enforcement of 65 ILCS 5/11-31-1(a).

5. That during the pendency of this matter, Sheets Enterprises, Ltd. voluntarily demolished the structure, which was the subject of the Petition for Demolition, shortly before this matter was scheduled for trial.

6. The remedial action with respect to the property was due, in whole or in part, to the efforts of plaintiff to enforce the provisions of 65 ILCS 5/11-31-1(a).

7. The Court finds that the plaintiff has incurred attorney's fees and costs totaling \$8,047.15 between January 19, 2007 and April 21, 2008, all of said costs being reasonable and necessary for the enforcement of 65 ILCS 5/11-31-1(a).

IT IS THEREFORE ORDERED that Defendants' Motion to Reconsider, Vacate and Set Aside is hereby Denied and the Court's Order of April 8, 2008, is hereby modified and SHEETS ENTERPRISES, LTD. is ordered to pay plaintiff's attorney's fees and costs in the amount of \$8,047.15. Pursuant to Supreme Court Rule 403(a), this is a final Order and there is no just reason to delay enforcement or appeal.



JUDGE ANDREW GLEESON

ENTERED THIS 11th day of August, 2008.

FILED
ST. CLAIR COUNTY
AUG 11 2008
450
SHERIFF/CLEBK

Breese City Code**Motor Vehicle Code 24-8-1****ARTICLE VIII - GOLF CARTS AND UTILITY-TERRAIN VEHICLES**

24-8-1 **GENERALLY.** Golf carts and utility-terrain vehicles, as defined and qualified herein shall be allowed on City streets under the conditions as stated herein.

24-8-2 **DEFINITIONS.**

(A) A "Golf Cart", as defined herein, means a vehicle specifically designed and intended for the purposes of transporting **one (1)** or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf or maintaining the condition of the grounds on a public or private golf course.

(B) "Utility-Terrain Vehicle" shall mean a self-propelled, electronically powered four-wheeled motor vehicle or a self-propelled gasoline powered four wheeled motor vehicle with an engine displacement under **one thousand two hundred (1,200) cubic centimeters** which is capable of attaining in **one (1) mile** a speed of more than **twenty (20) miles per hour** but not more than **twenty-five (25) miles per hour** and which conforms to the federal regulations under Title 49 C.F.R. Part 571.500.

(C) "City Streets" means any of the streets within the boundaries of the City.

24-8-3 **REQUIREMENTS.** All persons wishing to operate a golf cart or a utility-terrain vehicle on the City streets must ensure compliance with the following requirements:

- (A) Proof of current liability insurance.
- (B) Must be certified with the City and have the vehicles certified with the City by inspection by the Police Chief or designated representative.
- (C) Must comply with the published "Rules Concerning Alternate Transportation for the City of Breese" as periodically updated.
- (D) Must display City decal on the rear of the vehicle.
- (E) Must have a current, valid Illinois drivers license.
- (F) Golf carts must be equipped as follows:
 - (1) Horn;
 - (2) Brakes and brake lights;
 - (3) Turn signals;
 - (4) A steering wheel apparatus;
 - (5) Tires;
 - (6) Rearview mirror;
 - (7) Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (**625 ILCS 5/12-709**);

Breese City Code**Motor Vehicle Code 24-8-3**

- (8) Headlight that emits a white light visible from a distance of **five hundred (500) feet** to the front which must illuminate when in operation;
 - (9) Tail lamp that emits a red light visible from at least **one hundred (100) feet** from the rear which must be illuminated when in operation;
 - (10) Any additional requirements which may be amended to **65 ILCS 5/11-1428** or the Illinois Motor Vehicle Code.
- (G) Utility-Terrain Vehicles must be equipped as follows:
- (1) Brakes and brake lights;
 - (2) Turn signals on the front and rear;
 - (3) A steering wheel apparatus;
 - (4) Tires;
 - (5) Rearview mirror;
 - (6) Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (**625 ILCS 5/12-709**);
 - (7) Headlight that emits a white light visible from a distance of **five hundred (500) feet** to the front which must illuminate when in operation;
 - (8) Tail lamp that emits a red light visible from at least **one hundred (100) feet** from the rear which must be illuminated when in operation;
 - (9) Any additional requirements which may be amended to **65 ILCS 5/11-1426.1** or the Illinois Motor Vehicle Code.
- (H) Must obey all traffic laws of the State of Illinois and the City of Breese.
- (I) Must be **twenty-one (21) years** of age.
- (J) Must be operated only on City streets, except where prohibited.
- (K) May not be operated on US Highway 50, Germantown Road, Jamestown Road/Walnut Street and Mater Dei Drive, except at specifically designated crossing points.
- (L) Must not be operated in excess of posted speed limit and, with respect to utility-terrain vehicles, may not exceed **thirty-five (35) miles per hour**.
- (M) May only be operated between sunrise and sunset.
- (N) A person operating or who is in actual physical control of a golf cart or utility-terrain vehicle as described herein on a roadway while under the influence is subject to Section 11-500 through 11-502 of the Illinois Compiled Statutes (**625 ILCS 5/11-500 - 11-502**).
- (O) Golf carts and utility-terrain vehicles shall not be operated on sidewalks or in City Parks other than parking areas.
- (P) Golf carts and utility-terrain vehicles may not be operated on streets and highways and roads under the jurisdiction of the Illinois Department of Transportation (US Highway 50) or the County Highway Department (North Walnut Street and Germantown Road) except to cross at designated streets.

Breese City Code**Motor Vehicle Code 24-8-4****24-8-4 PERMITS.**

(A) No person shall operate a qualified golf cart or utility-terrain vehicle without first obtaining a permit from the City Clerk as provided herein. Permits shall be granted for a period of **one (1) year** and renewed annually. The cost of the permit is **Thirty-Five Dollars (\$35.00)**. Insurance coverage is to be verified to be in effect by the Police Department when obtaining and renewing a permit.

(B) Every application for a permit shall be made on a form supplied by the City and shall contain the following information:

- (1) Name and address of applicant;
- (2) Name of liability insurance carrier;
- (3) The serial number, make, model and description of golf cart or utility-terrain vehicle;
- (4) Signed Waiver of Liability by applicant releasing the City and agreeing to indemnify and hold the City harmless from any and all future claims resulting from the operation of their golf cart or utility-terrain vehicle on the City streets;
- (5) Photocopy of applicable liability insurance coverage card specifically for the vehicle to be operated pursuant to the permit;
- (6) Such other information as the City may require.

(C) No permit shall be granted unless the following conditions are met:

- (1) The vehicle must be inspected by the Chief of Police (or designee) to insure that the vehicle is safe to operate on City streets and is in compliance with this Article and with the State of Illinois Motor Vehicle Code;
- (2) A physically handicapped applicant must submit a certificate signed by the physician, certifying that the applicant is able to safely operate a qualified golf cart or utility-terrain vehicle on City streets;
- (3) The applicant must provide evidence of insurance in compliance with the provisions of the Illinois Statutes regarding minimum liability insurance for passenger motor vehicles to be operated on the roads of the State of Illinois.

(D) The City may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any provision of this Article or there is evidence that permittee cannot safely operate a qualified golf cart or utility-terrain vehicle on the designated roadways.

24-8-5 VIOLATIONS. Any person who violates any provision of this Article shall be guilty of a petty misdemeanor and shall be punished by a fine of **Seventy-Five Dollars (\$75.00)**. Any second or subsequent offense shall result in the revocation of the permit for a period of not less than **three (3)** nor more than **five**

Breese City Code**Motor Vehicle Code 24-8-5**

(5) years. To the extent that any violation of this Article also constitutes a violation of a criminal statute of the State of Illinois, then the violator shall also be subject to criminal prosecution.

24-8-6 MISCELLANEOUS.

(A) In the event that a court of competent jurisdiction declares any particular provision of this Article to be invalid or unenforceable, the remaining provisions of this Article shall be construed to be valid and enforceable. The invalidity of any part of this Article shall not affect any part or parts thereof.

(B) This Article shall be in full force and effect from and after passage and approval as provided by law.

(C) Any Article, or portion thereof, of the City which is contrary to this Article shall be deemed to be repealed.

(Ord. No. 1167; 05-06-08)

**[Supplement No. 9; 08-15-08]
[The Next Page is 600]**

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DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III CHAPTER 30 OF THE REVISED
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR
COUNTY, ILLINOIS (FORM OF GOVERNMENT; ORDINANCES)

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

TITLE III, CHAPTER 30, Section 30.48 Rules of Board, is hereby amended to add Paragraph (CC) as follows:

(CC) **Recording Closed Sessions.** The Village shall keep a verbatim record of all closed or executive session meetings of the corporate authorities of the Village or any subsidiary “public body” as defined by the Illinois Open Meetings Act, 5 ILCS 120/1. The verbatim record shall be in the form of an audio or video recording as determined by the corporate authorities. (See 5 ILCS 120/2)

- (1) **Responsibility for Recording Closed Sessions and Maintaining Recordings.** The Village Clerk or his or her designee shall be responsible for arranging for the recording of such closed or executive sessions. In the absence of the Village Clerk or his or her designee, the meeting chair will arrange for the audio or video recording of the closed or executive session of the Village Board. Each subsidiary public body of the Village shall designate an individual who will be responsible for the recording of any and all closed or executive sessions of the subsidiary body and for providing the Village Clerk with a copy of such recording. The Village Clerk, or his or her designee, shall securely maintain the verbatim recordings of all closed sessions of the corporate authorities of the Village and all subsidiary public bodies of the Village.
- (2) **Closed Session Minutes.** In addition to the recordings of the closed and executive session as addressed in this Division, the Village will keep minutes of all closed meetings in accordance with the requirements of the Open Meetings Act, 5 ILCS 120/2.06.
- (3) **Procedure for Recording.** At the beginning of each closed session, those present shall identify themselves by voice for the audio recording. If the meeting is videotaped, those present shall individually appear on camera and identify themselves by voice at the beginning of the closed session. The meeting Chair shall also announce the times the closed session commences and ends at the appropriate points on the recording.
- (4) **Back-up Equipment/Procedure for Equipment Malfunction.** The Village shall maintain sufficient tapes, batteries and equipment for the Village to comply with this Division. The Village Clerk or his/her designee shall periodically check the equipment to confirm that it is functioning. In the event that anyone present at a closed session determines that the equipment is not functioning properly, the closed session will be temporarily suspended to attempt to correct any malfunction. In the event that an equipment malfunction cannot be corrected immediately, the closed session will

terminate until such time as the closed session may proceed with a functioning recording device.

- (5) **Procedure for Review of Closed Session Minutes and Recordings.** At one meeting at least every six (6) months, the agenda shall include the item: "Review of the minutes and recordings of all closed sessions that have not yet been released for public review, and determination of which minutes, if any, may be released." Minutes shall be reviewed in closed session and shall not be released unless the corporate authorities of the Village find that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. As to any minutes not released, the corporate authorities shall find that the "need for confidentiality still exists" as to those minutes. Minutes of closed sessions shall be kept indefinitely.
- (6) **Maintenance and Public Release of Recordings and Access to Tapes.** The audio or video tape recordings of closed sessions shall be maintained for **eighteen (18)** months after the closed session and shall not be released to the public unless such release is required by a court order or specifically authorized for release by a vote of the Village Board. Members of the corporate authorities may listen to the closed session recordings in the presence of the Village clerk or his or her designee. Copies of such tapes will not be made or provided to anyone unless specifically authorized by vote of the Village Board.
- (7) **Procedure for Destruction of Recordings.** The Village Clerk or his or her designee is hereby authorized to destroy the audio and video recordings of those closed sessions for which:
- a. The corporate authorities of the Village have approved the minutes of the closed sessions as to accurate content, regardless of whether the minutes have been released for public review;
 - b. More than **eighteen (18) months** have elapsed since the date of the closed session;
 - c. There is no court order requiring the preservation of such recording; and
 - d. The corporate authorities of the Village have not passed a motion requiring the preservation of the verbatim recording of that meeting.

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

_____ DAY OF _____, 2008.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2008

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Stephen R. Wigginton, Village Attorney



Attachment A
to
AT&T ILEC CompleteLink® 2.0 Confirmation of Service Order

The following information must be completed for the Order to be valid. The information below shows the MARC selected by Customer, the term length, and total volume discount associated with this CompleteLink 2.0 Plan. It also illustrates other applicable rates and/or specific discounts for the specified services per state. This Attachment is effective only when executed along with the AT&T ILEC CompleteLink 2.0 Confirmation of Service Order.

Minimum Annual Revenue Commitment (MARC) Customer will receive a volume discount according to the Schedule below based upon the Customer-selected MARC. Maximum Annual Discount (MAD) is the maximum discount on annual basis per MARC level.	
MARC	3000 MAD \$600
Term Length	1 Yrs.
Volume Discount	2.00%
Feature Discount	40% discount will be applied to those features listed in AT&T's state Tariffs, Guidebooks or Catalogs

IntraLATA Intrastate Toll (Enter only those which apply or select N/A)

Arkansas	N/A	California	N/A	Kansas	N/A	Illinois	\$0.055
Indiana	N/A	Michigan	N/A	Missouri	N/A	Ohio	N/A
Oklahoma	N/A	Texas	N/A	Wisconsin	N/A		

IntraLATA Interstate Rate (Enter only those which apply or select N/A)

Illinois	\$0.12	Indiana	N/A	Michigan	N/A	Ohio	N/A	Wisconsin	N/A
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Local Usage Rates/Discounts (Enter only those which apply or select N/A)

California - Zone 1 & Zone 2: N/A	Illinois Band A: 0.0130	Michigan - Specific Price Point Per message Rate: N/A	Ohio - Specific Price Point Per message Rate: N/A	Wisconsin - Specific Price Point Per message Rate: N/A
California - Zone 3: N/A	Illinois Band B: 0.0340	35% - Service Level Discount. Does not apply to Per message rate	15% - Service Level Discount. Does not apply to Per message rate	30% - Service Level Discount. Does not apply to Per message rate
	Illinois Band C: 0.0550			

Other Discounts which may apply: (Enter only those which apply or select N/A)

Arkansas	N/A	California	N/A	Kansas	N/A	Illinois	N/A
Indiana	N/A	Michigan	N/A	Missouri	N/A	Ohio	N/A
Oklahoma	N/A	Texas	N/A	Wisconsin	N/A		

The CompleteLink 2.0 Business Access Line Rates listed in AT&T's state Tariffs, Guidebooks or Catalogs, and where available by state, will apply to the Billed Telephone Numbers (BTN)s, and the associated working telephone numbers billed under the BTN(s), which are listed on the CompleteLink 2.0 Attachment B.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Printed Name: <u>VILLAGE OF FREEBURG</u>	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



AT&T ILEC CompleteLink® 2.0
Confirmation of Service Order

Customer ("Customer") VILLAGE OF FREEBURG 14 SOUTHGATE CENTER FREEBURG, IL 62243 USA <u>Main Billing Telephone Number (if applicable):</u> 6185395545	AT&T ("AT&T") For purposes of this Confirmation of Service Order, AT&T means the Plan Provider(s) specifically identified herein with a place of business at: <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input checked="" type="checkbox"/> 225 W. Randolph St., Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921
Customer Contact (for notices) Name: VILLAGE OF FREEBURG Title: Telephone: Fax: E-Mail: <u>Address for notices, if different from above:</u>	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact Account Rep Name: MIKE BEATTY Title: Street Address: City: State: Zip Code: <u>AT&T Authorized Sales Representative:</u> <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com

Customer agrees to purchase the CompleteLink 2.0 ("CompleteLink 2.0 Plan", or the "Plan"), in the quantities and according to the prices and terms and conditions set forth in this Confirmation of Service Order ("Order") and the applicable Tariff(s), Guidebook(s), Catalog(s) and Business Service Agreement (BSA), all of which are incorporated by reference in this Order. Tariffs and Catalogs may be found at <http://www.att.com/search/tariffs.jsp>. Guidebooks and the BSA may be found at <http://www.att.com/guidebook>. If there is a conflict between this document and the Tariff(s), Guidebook(s), Catalog(s) or the BSA, the applicable Tariff(s), Guidebook(s), Catalog(s) and the BSA will take priority. The CompleteLink 2.0 Plan is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Plan Provider(s).

Customer (by its authorized representative) By: _____ Printed Name: <u>VILLAGE OF FREEBURG</u> Title: _____ Date: _____	AT&T (by its authorized representative) By: _____ Printed Name: _____ Title: _____ Date: _____
--	---



Plan Provider(s) and Tariff(s), Guidebook(s) or Catalog(s): (Check all those which apply.)

<input type="checkbox"/>	Pacific Bell Telephone Company d/b/a AT&T California CAL P.U.C. NO. A6
<input checked="" type="checkbox"/>	Illinois Bell Telephone Company d/b/a AT&T Illinois ILL. C.C. NO. 19
<input type="checkbox"/>	Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana Guidebook, Part 4
<input type="checkbox"/>	Michigan Bell Telephone Company d/b/a AT&T Michigan M.P.S.C. NO. 20R, Part 4
<input type="checkbox"/>	The Ohio Bell Telephone Company d/b/a AT&T Ohio P.U.C.O. NO. 20, Part 4
<input type="checkbox"/>	Wisconsin Bell, Inc. d/b/a AT&T Wisconsin P.S.C. of W. 20, Part 4
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Arkansas General Exchange, Section 53
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Kansas General Exchange, Section 61
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Missouri General Exchange, Section 58
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma General Exchange, Section 47
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Texas Local Exchange, Section 1

This Order between AT&T and Customer for CompleteLink® 2.0 Plan, an optional volume discount plan, will be effective on the date of execution hereof. The Term of this Order will begin on the date all Billing Account Telephone Numbers ("BTNs", or "ATNs") listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term expiration date of the CompleteLink® 2.0 Order, if Customer does not execute a new CompleteLink 2.0 Plan term agreement on or before the expiration date of this Order, this Order will terminate, and the services under this Order will be billed at the then-current month-to-month subscription rates set forth in the controlling Tariff, Guidebook or Catalog for each service will apply, and all discounts provided under this Order will no longer apply.

Customer accepts the terms and conditions of the Plan which are set forth in any applicable Tariff, Guidebook or Catalog, and Attachment A, each of which is incorporated by reference herein, including, but not limited to, the terms and conditions related to the MARC (as defined later) and Annual Under Utilization Charges and Early Termination Charges. The applicable state Tariff(s), Guidebook(s) or Catalog(s) describes the services which are eligible for discounts under the Plan. The terms and conditions provided below are provided herein for convenience only and do not supercede or modify the Tariff(s), Guidebook(s) or Catalog(s) in any way. In the event a Tariff, Guidebook or Catalog provision, term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The discounts will appear within the first or second billing statement after AT&T receives an executed Order (including signed Attachments) and the Plan information is entered into the AT&T billing system.

The following terms and conditions apply to the Plan.

1. Main Billed Telephone Number. Customer must specify one of its accounts listed on Attachment B hereto as its "Main Billed Telephone Number", and this Order is governed by the laws, Tariff, Guidebook or Catalog, rules and regulations of the state in which the Main Billed Telephone Number is installed. The designated Main Billed Telephone Number must be one which appears on a bill currently rendered by AT&T as the local service provider. AT&T must be the local service provider for all BTNs and ATNs listed on Attachment B.
2. Failure to Meet Minimum Annual Revenue Commitment. If Customer's actual billings for "Contributory Services" are less than the customer-selected MARC, Customer will be billed an "Annual Under Utilization" charge equal to the difference between the MARC and the billings for Contributory Services during the just prior 12-month period. For purposes of this Order and the Plan, "Contributory Services" are specified in the applicable Tariff, Guidebook or Catalog.
3. Early Termination Charge. In the event Customer terminates this Order prior to the expiration of the Term, Customer shall be liable for an Early Termination charge. The Early Termination charge shall be calculated as follows:
 - A. 50% of the MARC multiplied by the number of years remaining in the Term of this Order. If the termination includes calculation for a partial year, if the amount of relevant billings is less than Customer's MARC commitment, Customer shall pay to AT&T the difference between 50% of the MARC for that period of time and the actual amount of billings of Contributory Services for the same period of time.)
 - B. If Customer's Main Billed Telephone Number is in the State of Illinois, termination charges will equal the amount of "Unearned Discounts" for up to the 12-month period immediately preceding termination. For purposes of this Order, Unearned Discount shall mean an amount that results from subtracting the discounted price Customer paid for each service under the Plan, and the price Customer would have paid under the longest term plan Customer would have qualified for if it had not entered into this Order, based upon the actual time the Customer retained the Plan, or, if



under this analysis Customer would not qualify for any plan then offered by Company, the Early Termination charge shall be calculated based upon month-to-month rates for each service.

- C. In addition to the Early Termination charge described above, upon an early termination, Customer shall be liable for Early Termination charges for any accelerated discount Customer received for entering into this Order. The accelerated discount Early Termination charge shall equal 50% of the accelerated discount received, prorated for the number of months remaining under this Order. Customer's Early Termination charge liability shall be offset by the amount of any early termination charges incurred by Customer as a consequence of Customer discontinuing an AT&T eligible term agreement for a Contributory Service. Early Termination charges for Accelerated Discounts shall not be offset by other early termination charges.
4. Early Termination Charge Exemptions. Early Termination charges may not apply under the following conditions. Each condition is at AT&T's option, at Customer's request:
- A. Satisfaction Guarantee. If within 90 days of the Commencement Date Customer may terminate this Order without Early Termination charge liability, except if Customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink 2.0 Plan, the Customer is not eligible for this Satisfaction Guarantee. In addition, if Customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to Customer's Main Billed Telephone number monthly statement or final bill.
- B. Unless this Order has a MARC of \$3,000.00, Customer may, at any time during the Term, replace a Contributory Service under this Order with a service identified as "Replacement Service" in the applicable Tariff, Guidebook or Catalog and if as a direct result of that replacement the Customer's annual spending for Contributory Services results in a reduced spending for contributory services that is 50% or less than Customer's MARC and the next lower MARC, Customer may terminate this Order without Early Termination charge liability provided: a) Customer enters into a new CompleteLink 2.0 term agreement for a term which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is the next lower MARC to that selected under this Order.
- C. Business Downturn MARC Downgrade: For purposes of this Order, the term "Business Downturn" is defined as an unplanned, measurable change in business conditions affecting Customer's business that was outside of Customer's control and that materially and negatively affected Customer's need for the level of AT&T Contributory Services. This provision may be invoked by Customer no earlier than on the 1st year anniversary date (based on the Commencement Date) of a two or three-year term agreement, or no earlier than after the end of the 2nd anniversary date for a five-year term agreement. To invoke this provision, Customer must provide in writing to AT&T the facts which support its request for Business Downturn, and AT&T will solely determine whether Customer's supporting materials describe a situation which constitutes a Business Downturn under this Order. Upon AT&T's determination that a Business Downturn has occurred, Customer and AT&T shall then negotiate in good faith an appropriate and commercially reasonable change to Customer's commitments hereunder. Examples of appropriate and commercially reasonable changes are (but are not limited to) a modification to the term length, price, MARC, or combination thereof. The Parties shall continue performance under this Order during AT&T's determination and the negotiations. If no agreement can be reached regarding a change to the Customer's commitments, then the rates, MARC, terms and conditions of this Order shall remain in effect for its Term. Customer may invoke this provision only once during the Term of this Order. Customer specifically acknowledges the transfer or substitution of the contributory services to a provider other than an AT&T company during the Term which results in a reduction in the projected annual spending for Contributory Services under this Order does not qualify as a business downturn.
- D. During the Term of this Order, Customer may terminate without liability provided: a) Customer enters into a new CompleteLink 2.0 service agreement for a term period which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is equal to or greater than the MARC under this Order.
5. The attachments hereto are incorporated by reference herein.



<i>For internal use only</i>			
Is this CompleteLink 2.0 associated with ABN Complete?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
AT&T Sales Representative - Please submit Customer Signed contract in e-mail or mail:		E-Mail: Midwest - m19140@att.com OR Mail: 225 W. Randolph St., 9C, Chicago, IL 60606	
Sales Contact	MIKE BEATTY	AT&T Branch Office	Other (not GBS or CBS)
Sales Phone #		AT&T Business Center Location	
Sales Fax #		Program Code	
Sales E-Mail:		Sales Code	J000000

End of Document

**Attachment B to
AT&T ILEC CompleteLink 2.0 Confirmation of Service Order
Plan BTN List**

The following information must be completed for this Agreement to be valid. Only those Billed Telephone Numbers (BTN) (also referred to as Account Telephone Number(s), ATN) that are specified below are included in the Plan. (The BTN/ATN appears in the top, right corner of the Customer's bill. The Customer Code is the 3-digit number following the 10-digit BTN.)(1) Except as required by law, a Plan is not transferable to, or may not be assumed by, a customer or customers other than the Customer of record without prior written consent of AT&T companies. Telephone numbers for the following categories of service are not valid BTNs: pager, cell phone, pay phone, and residential.

State	Main Billed Telephone #				CRIS/ACIS or CABS Indicator	For Internal Use Only	
	Area Code ----- ###	Prefix ----- ###	Line # ----- ####	Customer Code ----- ###		Bill Date mm/dd/yy	Effective Date mm/dd/yy
IL	618	539	3132				
IL	618	539	2107				
IL	618	539	3094				
IL	618	539	3106				
IL	618	539	3112				
IL	618	539	3131				
IL	618	539	5545				
IL	618	539	5625				
IL	618	539	5876				
IL	618	539	5916				
IL	618	539	9178				
IL	618	539	9719				

¹ Product discounts will be applied on each BTN bill and the amount of the Customer's total discount will be prorated to each bill based upon that specific account's billing volume Eligible Services. Early Termination Fees and Under Utilization Charges will be billed to the Main Billed Telephone Number specified above.

Customer Signature _____

END OF DOCUMENT

AT&T CompleteLink 2.0 Savings Analysis - VILLAGE OF FREEBURG

Term Length: 1 year(s)

Minimum Annual Revenue Commitment: \$3000

	Current	Proposed
Contributory toward MARC		
ISDN - BRI	\$0	\$0
DS0	\$0	\$0
DS3	\$0	\$0
Usage - IL Band C	\$0	\$0
IntraState Toll - Midwest	\$0	\$0
InterState Toll	\$0	\$0
Other	\$0	\$0
	-----	-----
Sub-total	\$0	\$0
 Contributory toward MARC & Eligible for Discount		
Local Access (POTS)	\$428	\$322
Local Access (PBX / DID)	\$0	\$0
Local Access (Centrex)	\$0	\$0
DTS-E	\$0	\$0
IAS (Local Service Components)	\$0	\$0
CO Services	\$0	\$0
Local Usage - IL Band A	\$376	\$104
Local Usage - IL Band B	\$0	\$0
Local Usage	\$0	\$0
Other	\$0	\$0
	-----	-----
Sub-total	\$804	\$426
 CompleteLink Discount = 2.00%		(\$9)
	=====	=====
Grand Total	\$804	\$417
 Monthly Savings		\$387
 Total Savings over 1 year(s)		\$4644

§ 51.27 or a total permanent mobile home park as described in division (B) of this section. A mobile home park is permanent when the following improvements have been installed:

- (1) Village water supply;
- (2) Sewers connected to sewer mains; and
- (3) Paved streets.

(Former Code § 38-5-3(O))

51.31 **MOTORS AND APPARATUS.** Motors and apparatus shall be as follows:

(A) The Department reserves the right to select the type of service to be supplied and shall be consulted before equipment is purchased or ordered by a customer. This shall be applicable to those customers having motors five HP and larger or where the aggregate load of smaller motors is more than seven and one-half HP.

(B) All three-phase electric service shall be by demand metering.

(C) Motors and motorized equipment will generally be approved for use on the electric system only if the total locked motor current does not exceed an acceptable level, as determined by the Public Works Director.

(D) If starting currents are objectionable and will cause interference on the electric system, in the judgment of the Public Works Director, reduced voltage starting or such other methods as the Public Works Director determines feasible will be required to be furnished by the customer.

(Former Code, § 38-5-6)

51.32 **DUSK-TO-DAWN LIGHTS.** Rented dusk-to-dawn lights shall be provided as follows:

(A) Private lighting luminaries (dusk-to-dawn lighting services) for homes, schools, security, churches, commercial areas, and industry shall be provided where feasible and in keeping with good electrical practice, as per the following specifications:

- (1) (a) A self-contained automatic dusk-to-dawn 100-watt, 175-watt, 400-watt and 1,000-watt mercury vapor lighting fixture shall be furnished and installed by the Village Electric Department, such fixture to meet standards and specifications of the village, on existing wood pole structures for the customer's use at a monthly charge rate of \$6 per unit for a 100-watt unit, \$12 for a 400-watt unit, and \$30 for a 1,000-watt unit for a minimum two-year period. The charges per month shall be added to the customer's monthly utility bill and shall become an integral part of the bill.

*KE
Holtzman*

- (b) The Electric Department shall be responsible for making the installation, furnishing the electricity for the operation of the lamp, provide all the necessary maintenance (including the replacement of lamps, but excluding malicious damage) for the two year period and all subsequent time additions to the length of service, as agreed to by the village.
- (Ord. 715, passed 4-20-87; Am. Ord. 998, passed 5-21-01)
- (2) Should the installation of a standard lighting unit require installation by the Electrical Department of additional facilities not required by the village for distribution purposes other than the private outdoor lighting to be installed, the Electrical Department shall furnish, install, own, and maintain the additional facilities (including wood poles), which may be necessary to provide such lighting from nearby distribution lines. The Electrical Department shall make a net monthly charge, in addition to the charge set forth of 1¼% of the additional cost to the Electrical Department of furnishing and installing such additional facilities.
- (3) A two year minimum contract shall be agreed to and signed by each customer desiring dusk-to-dawn lighting service, authorizing fixed monthly charges to be applied to the monthly municipal utilities bills. In the event that a customer desires the removal of the unit or discontinuance of the service, the remainder of the charges to complete a two year contract shall become due and payable by the customer.
- (4) Dusk-to-dawn lighting shall be installed on wood poles with a normal ground-to-lamp height of approximately 25 feet. Should a customer desire his or her lighting on steel, aluminum, concrete, decorative type poles and/or underground cable installation, the Village Electric Department may, at its discretion, install or cause the special service to be installed. The customer shall bear the total cost that is above that of a normal wood pole installation, and the additional charge shall be payable by the customer prior to installation.
- (5) The customer shall have the responsibility to notify the Village Electric Department of any interruption of service of the dusk-to-dawn lighting service. The Electric Department will restore service only during regularly scheduled working hours and shall, in any event, be under no obligation to do so before 72 hours from the time of notification. In the event the Electric Department is unable

to effect repairs not caused by the customer within this period, the Electric Department's only responsibility will be to abate the charges on a pro-rata basis for each day after 72 hours in which service is not available. The customer shall remove any obstruction to the installation of the village-owned facilities. Trimming of trees to improve the distribution of light shall be the customer's responsibility. The customer shall provide any permits or easements required for the installation or maintenance of the village-owned facilities and permit access to such facilities by the Electric Department vehicles and personnel. A lighting agreement shall be substantially in the form set forth in Appendix A.

(Former Code, § 38-5-7)

- (6) Dusk to Dawn lighting does not constitute nor fall within the parameters of Section 31.45(G) and is hereby exempt (as a rental service) from the provisions of the Section above referenced.

51.33 CONSTRUCTION OF SERVICES. All construction of services shall, in general, be in accordance with the drawings set forth in Appendix B, unless otherwise approved by the Public Works Director. (Former Code, § 38-5-8)

RATES AND FEES; BILLING

51.45 ELECTRICAL RATES. The following classification of electric service at the rates and on the qualifications, conditions and terms as respectively set forth are hereby established for the sale of electric energy by the Municipal Light Plant and Distribution System of the Village to customers adjacent to the distribution lines of the plant and system.

(A) **Single Phase Service (Rate 1).** Available for any residence, individual apartment, business or any other consumer located adjacent to the municipalities service lines, who utilizes single phase, 120/140 volt service, which shall not be available for resale.

- (1) The charge per month per meter installation shall be:
 - Facilities Charge - \$5.49 per monthly billing period per meter installation (Note: One customer to pay this charge once only in one billing month in event of change of location or meter change).
 - Plus
 - Energy Charge - (plus Fuel Adjustment Charges to be added).